

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

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

**Wednesday, April 20, 2011  
7:00 P.M.**

**AGENDA**

**A. CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**ADDITIONS TO AGENDA**

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

**B. APPROVAL OF THE AGENDA**

**C. PUBLIC HEARINGS**

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

**NO PUBLIC HEARING SCHEDULED**

**D. CONSENT CALENDAR**

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

- D.1 Consider approval of minutes of the Board of Directors' Regular Meeting of March 16, 2011 **Pg. 5**
- D.2 Consider approval of March 2011 Treasurer's Report **Pg.11**

- D.3 DCV Violations this month. **Pg. 29**
- D.4 Consider Approval of minutes of the Board of Directors Special Meeting of March 17, 2011 **Pg. 30**

**E. CONTINUED AND NEW BUSINESS**

- E.1 MCSD's Birthday was on April 7<sup>th</sup>. We are 41 **Pg. 31**
- E.2 Consider appointing one new alternate member to the Recreation Advisory Committee (RAC) **Pg. 32**
- E.3 Determine if the MCSD Board desires to place on a future agenda an item for the reconsideration of the previous MCSD Board decision that approved the Beau Pre Height Development Project for 80 residential units **Pg. 34**
- E.4 Discuss concept of having the Humboldt County Board of Supervisors indorse/reform/agree/continue the McKinleyville Advisory Committee (MAC) **Pg. 44**
- E.5 Discuss temporarily postponing appointing community members to the MCSD Area Planning Commission Formation Committee (APCFC) **Pg. 46**
- E.6 Discussion regarding potential talking points the Board would like to request that Humboldt County Planning Department discuss at a future MCSD Board meeting or meetings **Pg. 48**
- E.7 Discussion regarding potential talking points the Board would like to request that the California Department Housing and Community Development to discuss at a future MCSD Board meeting **Pg. 49**
- E.8 Consider amending budget authority and authorization of early payment of the final obligation to West America Bancorp **Pg. 50**
- E.9 Review preliminary "draft" Water / Sewer and Street Light 2011/2012 budget **Pg. 51**
- E.10 Consider nomination of J. Bruce Rupp to the ACWA HBA Board of Directors **Pg. 55**
- E.11 Review of initial bid results from the RFP for the Emergency Water line in the Mad River Bridge. Approve and execute contract. Authorize funds to complete project **Pg. 59**

E.12 Continued business item: Status report regarding negotiations for acquisition of Real Property Parcel located at 1414 Fischer Road, McKinleyville, California, and following related items:

**Pg. 87**

- (a) Summary report on MCSD efforts to pursue purchase of subject real property parcel following Board action to seek purchase on or about February 17, 2010;
- (b) Persons appointed to serve as the McKinleyville Community Services District's negotiator(s) following Board action on or about February 17, 2010: Norman Shopay, General Manager; Steve Edmiston, Finance Director; Greg Orsini, Operations Director; Jason Sehon, Parks and Recreation Director, Russell Gans and/or Paul Brisso, District legal counsel;
- (c) Persons with whom MCSD's appointed negotiator(s) may negotiate pursuant to Board action on or about February 17, 2010: Fernando Lourenco and Jorge Lourenco; and Jill Macdonald

## **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 (Couch/Mayo (alternate))
- b. Area Fund (John Kulstad)
- c. Redwood Region Economic Development Commission ((Wennerholm/Edwards(alternate))
- d. McKinleyville Senior Center (Wennerholm)
- e. Audit (Corbett, Edwards)
- f. Water Task Force ((Mayo, Corbett (alternate))
- g. AdHoc No Drugs & Toxics Down the Drain (Mayo)
- h. Humboldt County Advisory (Edwards/Mayo/Alternate-Corbett)

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

- a. Support Services Department (Steve Edmiston) **Pg. 88**
- b. Operations Department (Greg Orsini) **Pg. 91**
- c. Parks and Recreation Department (Jason Sehon) **Pg. 94**
- d. General Manager (Norman Shopay) **Pg. 97**

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

### **F.4. BOARD MEMBERS' COMMENTS, ANNOUNCEMENTS, REPORTS**

## **G. 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.*

## **H. 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.*

**H.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS -**  
(Per Government Code Section 54956.8) Property: 1414 Fischer Road.  
Under Negotiation: Purchase of the above-referenced property. MCSD negotiators: Norman Shopay, General Manager; Steve Edmiston, Finance Director; Greg Orsini, Operations Director; Jason Sehon, Parks and Recreation Director, Russell Gans, District legal counsel. Parties with whom MCSD may negotiate: Fernando Lourenco, Jorge Lourenco. Instructions to negotiators include both price and terms of payment.

**H.2 CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION--**Significant exposure to litigation pursuant to subdivision (b) of Government Code Section 54956.9: One Case: Claim pursuant to California Tort Claims Act, Claimant: Tom Lurtz Circumstance(s): Saint Maru Water Leak, March 24, 2011-Tom Lurtz, property damage claimant

## **I. ADJOURNMENT**

**Posted 5:00 pm on Friday, April 15<sup>th</sup>, 2011**



**MINUTES OF THE REGULAR MEETING OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT  
HELD ON WEDNESDAY, MARCH 16, 2011 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:

Helen Edwards, Board President  
Dennis Mayo, Vice President  
David Couch, Director  
Bill Wennerholm, Director  
John Corbett, Director  
Russ Gans, Legal Counsel

Norman Shopay, General Manager  
Gregory Orsini, Operations Director  
Steve Edmiston, Finance Director  
Sharon Denison, Board Secretary  
Jason Sehon, Park & Recreation Director

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

At 7:00pm President Edwards called the meeting to order with Directors Corbett, Couch, and Wennerholm in attendance. There were no additions to the agenda. Director Wennerholm led the pledge of allegiance. Director Mayo arrived at 7:05PM.

**AGENDA ITEM B-APPROVAL OF THE AGENDA:**

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

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

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

**AGENDA ITEM C1-PUBLIC HEARINGS: Protest Hearing for Reformation of the Measure B Assessment**

**District:** Park & Recreation Director Sehon reviewed the timeline and process leading up to tonight's ballot tally and staff recommendations. After a brief Board discussion President Edwards opened public input and the following people addressed the Board:

1. David Elsebusch expressed concern with the Resolution wording and the whole proposal.
2. Penny Elsebusch expressed concern with the Resolution wording and the whole proposal.
3. Nancy-was opposed to the continuance of assessments.

President Edwards closed public input, advised the public that this was the last chance to turn in a ballot and then closed the public hearing.

**At 7:11 President Edwards adjourned the meeting for a short break to allow the ballot counting to begin in the senior meeting room. At 7:16 President Edwards called the meeting back to order.**

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( In accordance w/Robert's Rules of Order, 10<sup>th</sup> 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".)

**AGENDA ITEM D-CONSENT CALENDAR:**

1. Consider approval of minutes of the Board of Directors' Regular Meeting of February 16, 2011
2. Consider approval of February 2011 Treasurer's Report
3. DCV Violations this month
4. Main Line Extension Agreement Visser Imeson Subdivision

**MOTION:** It was moved to approve consent calendar items D1 through D4. Motion by Corbett; second by Mayo.

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

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

**AGENDA ITEM E.1-DISCUSSION RELATED TO CONSIDERATION OF MCSD FORMING AREA PLANNING COMMISSION OR OTHERWISE FACILITATING MCKINLEYVILLE AREA RESIDENT'S PARTICIPATION DURING EXERCISE OF PLANNING POWERS BY THE COUNTY OF HUMBOLDT, AND REQUEST TO FORM AN MCSD AD-HOC COMMITTEE REPORTING TO THE MCSD BOARD OF DIRECTORS:**

General Manager Shopay briefly reviewed staff recommendations and initial objectives of the proposed committee. It was recommended that the committee would consist of two (2) MCSD Board members appointed by the Board President and up to seven (7) public members-one appointed by each Director and 2 approved by a vote of the Board. There was a brief Board discussion on the structure of the committee and discussion of Director's ideas and concerns. President Edwards explained that this will be an informational committee advising the MCSD Board only. President Edwards opened public comments and 7 people addressed the Board, with five people in support of the proposal and two people against the proposal.

**MOTION:** It was moved to support staff's recommendations with an additional recommendation to make it clear that this committee can be dissolved at any time by the MCSD Board. Motion by Corbett; second by Wennerholm.

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

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

**AGENDA ITEM E.2-CONSIDER PREPARATION OF LETTER FROM THE MCSD BOARD OF DIRECTORS TO HUMBOLDT COUNTY BOARD OF SUPERVISORS REQUESTING THAT THE COUNTY CONSIDER ESTABLISHING A CITIZEN ADVISORY COMMITTEE (CAC) RELATED TO FORMAL PARTICIPATION IN THE GENERAL PLAN UPDATE.**

Director Wennerholm reviewed his letter, asking for input on the content and whether the Directors would like individual letters or one letter signed by all. There was a brief Board discussion, with the following changes suggested:

1. Director Corbett suggested edits to the two major concerns listed in the letter: (1) Put a period after "ten years ago" and delete the rest of the sentence. (2) Put a period after "our community has lost confidence in the process" and delete the rest of the sentence.
2. President Edwards advised researching the Framework Plan Section number as she thought it was 1500 instead of 1550.
3. Director Mayo suggested changing the last sentence to read "Please take time to consider our concerns and suggestions, and more importantly, to put the process on hold until a review of the policies and guidelines has been undertaken and meaningful inputs from McKinleyville are

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considered as per the adopted 2002 McKinleyville General Plan as approved by the Board of Supervisors”.

4. President Edwards requested copies of the letter be sent to the each Humboldt County Supervisor and the Department of Housing and Community Development.

**MOTION:** It was moved to approve the letter with the edits as requested above. Motion by Corbett and second by Wennerholm. After additional discussion Director Corbett amended his motion to delete the requested change to the second major concern and let that stand as written. Director Wennerholm, as the second to the motion, agreed to the amended motion.

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

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

President Edwards directed staff to follow up on the Department of Finance Guidelines as to what the State would potentially fund.

#### **AGENDA ITEM E.3-CONSIDER APPROVAL OF PROPOSED MCSD/HUMBOLDT COUNTY LIBRARY LEASE**

**AGREEMENT:** Park & Recreation Director Sehon reviewed the Library Lease Agreement and reported if approved tonight it would go to the April 5<sup>th</sup> Board of Supervisors meeting for their final approval.

**MOTION:** It was moved to approve the proposed MCSD/Humboldt Library Lease Agreement. Motion by Corbett; second by Wennerholm.

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

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

#### **AGENDA ITEM E4-CONSIDER APPROVAL OF PROPOSED HILLER SPORTS COMPLEX YOUTH SPORTS ORGANIZATIONS FACILITY USE AGREEMENT CONTRACTS:**

**MOTION:** It was moved to approve the facility use agreements for McKinleyville Little League, McKinleyville Babe Ruth and Mad River Girls Fast pitch Softball. Motion by Wennerholm; second by Corbett.

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

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

#### **AGENDA ITEM E5-REVIEW FIRST PRELIMINARY “DRAFT” PARKS & RECREATION FISCAL YEAR**

**2011/2012 BUDGET:** Finance Director Edmiston briefly reviewed the key items in the budget and reported that a final budget would be brought to the Board on June 15, 2011. He advised the Board that he would be creating separate general ledger numbers to track open space zones and their expenditures. After a brief Board discussion President Edwards opened public input. David Elsebusch expressed concern with the expenditures for public records act, the method for tracking those costs and expressed concern with the Manager. President Edwards closed public input. Director Mayo appreciated staff delineating those costs and Director Wennerholm expressed full support for General Manager Shopay.

#### **AGENDA ITEM E6-DISCUSSION OF THE FINANCIAL ASPECTS OF THE STREETLIGHTS CONDITIONS AND WHAT WE MAY BE EXPECTING REGARDING THE PENDING INSPECTION RESULTS AND NEED TO BORROW FUNDS FROM PARKS & RECREATION GENERAL FUND ACCOUNT TO REPLACE UTILITY POLES:**

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Finance Director Edmiston briefly reviewed his financial analysis and concerns with the street light fund and increasing deficit balance. Operations Director Orsini explained that staff was in the process of arranging for the existing streetlight poles to be inspected and anticipated replacing approximately ten percent of the existing poles. He added he was in the process of changing the standards to require developers to use a higher quality pole and was planning on using a higher quality pole on all future replacements and that this would be included in the final budget for 2012. Director Corbett thanked staff for providing accurate information on costs and for being proactive.

**AGENDA ITEM E7-CONTINUED BUSINESS ITEM: STATUS REPORT REGARDING NEGOTIATIONS FOR ACQUISITION OF REAL PROPERTY PARCEL LOCATED AT 1414 FISCHER ROAD, MCKINLEYVILLE, AND FOLLOWING RELATED ITEMS:**

- (a) Summary report on MCSD efforts to pursue purchase of subject real property parcel following Board action to seek purchase on or about February 17, 2010:
- (b) Persons appointed to serve as the McKinleyville Community Services District's negotiator(s) following Board action on or about February 17, 2010: Norman Shopay, General Manager; Steve Edmiston, Finance Director; Greg Orsini, Operations Director; Jason Sehon, Parks & Recreation Director, Russell Gans and/or Paul Brisso, District legal counsel;
- (c) Person's with whom MCSD's appointed negotiator(s) may negotiate pursuant to Board action on or about February 17, 2010: Fernando Lourenco and Jorge Lourenco; and
- (d) MCSD negotiators request for further instruction regarding price and payment terms in closed session pursuant to Agenda Item H.1., below.

General Manager Shopay advised that this was a continued discussion with Mr. Lourenco and that staff had obtained a revised appraisal and inspections on the property and this was to be discussed in closed session later tonight. President Edwards opened public input on this closed session item and both David and Penny Elsebusch expressed their concern with the proposal to purchase and date of last appraisal. President Edwards closed public input.

**AGENDA ITEM F-REPORTS:**

**F1a-RAC:** Director Couch had nothing to report except they would be meeting soon.

**F1b-McK Area Fund:** President Edwards read a report from Mr. Kulstad that covered the last meeting and a letter from Ann Chaney, McK Area Fund Chair, stating they had nominated John Kulstad to serve another term on the McK RAC committee.

**F1c-RREDC:** Director Wennerholm reported on the main items discussed at the last meeting:

- 1. They were trying to bring in competition at the airport due to the recent announcement that Horizon Air was pulling out of our area.
- 2. Discussed federal banking requirements in reference State Law regarding accounts for "215" money.

**F1d-McK Senior Center:** Director Wennerholm referred to the written report included in the Board packet from the senior's last meeting.

**F1e-Audit:** Director Corbett reported that they were doing a follow-up to the audit in looking at cost allocations and the reserve policy. Finance Director Edmiston reported that he had sent out the RFP's today for a new auditor.

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**F1f-Water Task Force:** Director Mayo had nothing to report.

**F1g-AdHoc No Drugs & Toxics down the Drain:** Director Mayo reported he had met with McK high school students and they were working on a grey water symposium concept and he would keep the Board updated on the progress.

**F1h-Humboldt County Advisory:** President Edwards reported no meeting yet.

**F2a-Support Services Department:** Finance Director Edmiston had nothing to add to his written report.

**F2b-Operations Department:** Operations Director Orsini had nothing to add to his written report.

**F2c-Park & Recreation Department:** Park and Recreation Director Sehon had nothing to add to his written report.

**F2d-General Manager:** General Manager Shopay reported that:

1. A Danco representative had contact him to set up a meeting regarding Beau Pre Heights and he may have something to report at the next Board meeting.
2. Kirk Girard had contacted staff with a request to give a presentation to the Board in the near future. He asked for Board input on focus talking points. President Edwards suggested each Director give their ideas for discussion to the Manager.
3. He planned to bring information to the Board soon regarding numbers from the Planning Department for housing units and density.

**F3-President's Report:** President Edwards had nothing to report.

**F4-Board Members comments, Announcements and Reports:** Director Corbett requested staff extend an invitation to Kirk Girard from County Planning to attend a Board meeting in two months to give the Board time to discuss this and formulate questions for him. President Edwards asked the directors to give thought on what they would like to hear from Mr. Girard and to get those to General Manager Shopay.

**AGENDA ITEM G-PUBLIC COMMENT AND WRITTEN COMMUNICATIONS:** President Edwards opened public input and the following people addressed the Board:

1. Sandra Spaulding announced the date of next planning meeting regarding density and asked the Directors to attend.
2. Ron Coffman-lives across from Beau Pre Heights and was upset with recent planning action.
3. David Elsebusch expressed his dislike of the 3 minute timer and concern with ballot information being confidential.
4. Daniel-resident at 1835 Mulberry expressed concern with the potholes in his neighborhood. He gave his phone number and staff will contact him with the contact information for County Roads.

President Edwards closed public input.

At 9:58pm President Edwards adjourned the regular meeting for a short break prior to closed session discussion.

**AGENDA ITEM H-CLOSED SESSION DISCUSSION:** The Board went into closed session for discussion of: H.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS-(Per Government Code Section 54956.8) Property: 1414 Fischer Road. Closed session attendance included: General Manager Shopay, Finance

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Director Edmiston, Operations Director Orsini, Park & Recreation Director Sehon, and Legal Counsel Russell Gans.

**Time Out of Closed Session:** The Board came out of closed session at 10:18pm and President Edwards announced that no action was taken in closed session. She directed that the ballot counting would stop at this time and continue at 8:00am tomorrow morning at the District office, 1656 Sutter Road, McKinleyville.

**AGENDA ITEM I-ADJOURNMENT:**

**MOTION:** It was moved to adjourn the meeting at 10:18pm. Motion by Corbett; second by Wennerholm.

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

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

Respectfully Submitted,

Sharon L. Denison,  
Board Secretary

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# **McKinleyville Community Services District**

## **BOARD OF DIRECTORS**

April 20, 2011

TYPE OF ITEM: **ACTION**

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**ITEM: D.2. Consider Approval of March, 2011 Treasurer's Report**

**PRESENTED BY: Steven Edmiston, Finance Director**

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

**Recommendation:**

Staff Requests the Board accept the March, 2011 Treasurer's Report as presented.

**Discussion:**

The March, 2011 Treasurer's Report is attached.

**Alternatives:**

Take no action.

**Fiscal Analysis:**

See attached March, 2011 Treasurer's Report.

**Environmental Requirements:**

Not applicable

**Exhibits/Attachments**

March, 2011 Treasurer's Report.

**McKinleyville Community Services District  
Treasurer's Report  
March 2011**

Page 2	Investments and Cash Flow Report
Page 3	Capital Expenditure Report
Page 4	Activity Summary by Fund
Page 6	Selected Graphic Comparisons
Page 12	Consolidated Balance Sheets
Page 13	Debt Summary
Page 14	Cash Disbursement Report



**McKinleyville Community Services District**  
**Investments and Cash Flow Report**  
**March 2011**

General Disbursement and Money Market Account:			
Beginning Balance		209,031.27	
Utility Billing (inc. \$49,392.69 in CC, EFT, web pay)	237,329.06		
New Services & Capacity Fees: Water	8,162.00		
New Services & Capacity Fees: Sewer	15,849.00		
Money Market Account Interest	47.01		
Other Cash Receipts	91,022.12		
Transfer from Humboldt Co. #2560	<u>0.00</u>		
Total Cash Receipts		352,409.19	
Cash Expenditures:			
Payroll, Taxes, etc.	(127,657.24)		
Capital Expenditures	(82,792.25)		
Debt Service	(73,470.92)		
Other Expenditures	<u>(213,316.19)</u>		
Total Cash Expenditures		<u>(497,236.60)</u>	Estimated Annual Interest Rate
Total Cash in Umpqua Bank		64,203.86	0.64%
Petty Cash & Change Funds		940.00	
Investment Funds:			
LAIF	126,926.76		
Interest Income	<u>0.00</u>		
Balance in LAIF		126,926.76	0.54%
Humboldt Co. #2560 - Beginning Balance	714,665.00		
Interest Income	774.22		
Secured Property Tax & Measure B Assessment	0.00		
Transfer to Operating Account	<u>0.00</u>		
Balance in Humboldt Co. #2560		715,439.22	1.30%
Humboldt Co. #4240 - Beginning Balance	5,171,299.84		
Interest Income	5,602.25		
Transfer from Fund #2560	<u>0.00</u>		
Balance in Humboldt Co. #4240		5,176,902.09	1.30%
Balance in Humboldt Co. #9390		110,584.48	
USDA Bond Reserve Fund	127,902.78		
Bond Reserve Payment	7,500.00		
Interest Income	18.67		
Debt Service Payment	<u>0.00</u>		
Balance in USDA Reserve Funds		<u>135,421.45</u>	0.21%
Total Investments		6,265,274.00	
Total Cash and Investments		6,330,417.86	
Total Cash and Investments Last Month		<u>6,461,350.13</u>	
Net Change to Cash and Investments This Month		<u>(130,932.27)</u>	
Recap:			
Cash and Cash Equivalents		5,524,670.75	
Davis-Grunsky Loan Reserve		592,110.66	
Waste Water Capital Reserve		96,555.00	
USDA Bond Reserve Fund		135,421.45	
Market Valuation Account		<u>(18,340.00)</u>	
Total Cash and Investments		<u>6,330,417.86</u>	

**McKinleyville Community Services District**  
**Capital Expenditure Report**  
**March 2011**

	<b>March</b>	<b>YTD Total</b>	<b>FY 11 Budget</b>	<b>Remaining Budget</b>	<b>Budget %</b>
<b>Water Department</b>					
Ramey Pump Upgrades	40,782	715,885	1,100,000	384,115	35%
Emergency Water Line River Crossing	1,330	1,330	200,000	198,670	99%
Murray Road Tank	-	-	80,000	80,000	100%
Meter Replacements	-	7,282	65,000	57,718	89%
Emergency Water Supply	-	-	45,000	45,000	100%
Radio Telemetry Upgrades	-	-	20,000	20,000	100%
Misc. Replacements	-	8,389	9,000	611	7%
<b>Subtotal</b>	<b>42,112</b>	<b>732,886</b>	<b>1,519,000</b>	<b>786,114</b>	<b>52%</b>
<b>Sewer Department</b>					
WWMF Upgrade and Capital Maintenance	3,980	51,703	113,000	61,297	54%
NPDES Permit	17,458	52,570	80,000	27,430	34%
Industrial Discharge Permit	2,520	4,025	25,000	20,975	84%
Radio Telemetry Upgrades	-	-	20,000	20,000	100%
Meter Replacements	-	-	20,000	20,000	100%
Misc. Replacements	-	13,530	24,000	10,470	44%
<b>Subtotal</b>	<b>23,958</b>	<b>121,828</b>	<b>282,000</b>	<b>160,172</b>	<b>57%</b>
<b>Water and Sewer Operations</b>					
Dump Truck	-	-	20,000	20,000	100%
Air Compressor	-	16,879	17,000	121	1%
3/4 or 1 Ton Pickup	-	55,612	59,000	3,388	6%
Emergency Response Equipment and Supplies	381	5,200	6,000	800	13%
Office, Corporation Yard and Shops	-	616	36,000	35,384	98%
Computer Replacement and Upgrades	7,500	16,397	41,000	24,603	60%
Small Equipment & Other	1,941	28,986	41,000	12,014	29%
Streetlight Pole Replacements	-	-	7,000	7,000	100%
<b>Subtotal</b>	<b>9,822</b>	<b>123,690</b>	<b>227,000</b>	<b>103,310</b>	<b>46%</b>
<b>Enterprise Fund Total</b>	<b>75,892</b>	<b>978,404</b>	<b>2,028,000</b>	<b>1,049,596</b>	<b>52%</b>
<b>Parks and Recreation Department</b>					
Projects contingent upon grant funding	-	-	4,379,000	4,379,000	100%
Projects funded by Quimby/Other Funds	6,900	14,643	185,000	170,357	92%
Other Parks Projects & Equipment	-	19,547	65,000	45,453	70%
<b>General Fund Total</b>	<b>6,900</b>	<b>34,190</b>	<b>4,629,000</b>	<b>4,594,810</b>	<b>99%</b>
<b>All Funds Total</b>	<b>82,792</b>	<b>1,012,594</b>	<b>6,657,000</b>	<b>5,644,406</b>	<b>85%</b>

**McKinleyville Community Services District**  
**Activity Summary by Fund**  
**March 2011**

**Department Summaries**

**Water:**

Water Sales  
Other Water Revenues

**Total Operating Revenue**

Salaries & Benefits  
Water Cost  
Other Expenses  
Depreciation

**Total Operating Expenses**

Net Operating Income  
Interest Income  
Interest Expense

**Net Income (Loss)**

**Sewer:**

Sewer Service Charges  
Other Sewer Revenues

**Total Operating Revenue**

Salaries & Benefits  
Other Expenses  
Depreciation

**Total Operating Expenses**

Net Operating Income  
Interest Income  
Interest Expense

**Net Income (Loss)**

**Enterprise Funds Net Income (Loss)**

March	FY10		YTD		YTD		%	% Year Remaining:		Notes
	YTD	Budget	YTD	Budget	Variance	Variance		FY10 Budget	Remaining Budget	
103,051	1,207,067	1,490,925	(283,858)	-19.04%				1,987,900	(780,833)	-39.28%
27,979	146,506	104,015	42,491	40.85%				138,686	7,820	5.64%
131,030	1,353,573	1,594,940	(241,367)	-15.13%				2,126,586	(773,013)	-36.35%
61,740	522,099	534,401	12,302	2.30%				712,535	190,436	26.73%
50,927	469,767	472,410	2,643	0.56%				629,880	160,113	25.42%
29,664	209,660	239,020	29,360	12.28%				318,693	109,033	34.21%
19,000	171,000	171,000	-	0.00%				228,000	57,000	25.00%
161,331	1,372,526	1,416,831	44,305	3.13%				1,889,108	516,582	27.35%
(30,301)	(18,953)	178,109	(197,062)					237,478	(256,431)	
2,453	25,501	36,750	11,249	30.61%				49,000	23,499	47.96%
(4,486)	(41,795)	(65,309)	23,514	-36.00%				(87,078)	(45,283)	52.00%
<b>(32,334)</b>	<b>(35,247)</b>	<b>149,550</b>						<b>199,400</b>		
115,953	1,077,852	1,078,458	(606)	-0.06%				1,437,944	(360,092)	-25.04%
22,948	190,938	219,484	(28,546)	-13.01%				292,645	(101,707)	-34.75%
138,901	1,268,790	1,297,942	(29,152)	-2.25%				1,730,589	(461,799)	-26.68%
66,997	535,861	534,401	(1,460)	-0.27%				712,535	176,674	24.80%
32,960	286,647	383,832	97,185	25.32%				511,776	225,129	43.99%
34,000	306,000	306,000	-	0.00%				408,000	102,000	25.00%
133,957	1,128,508	1,224,233	95,725	7.82%				1,632,311	503,803	30.86%
4,944	140,282	73,709	66,573					98,278	42,004	
3,127	30,642	41,250	10,608	25.72%				55,000	24,358	44.29%
(11,200)	(59,390)	(48,395)	(10,995)	22.72%				(64,526)	(5,136)	7.96%
<b>(3,129)</b>	<b>111,534</b>	<b>66,564</b>						<b>88,752</b>		
<b>(35,463)</b>	<b>76,287</b>	<b>216,114</b>						<b>288,152</b>		

Sewer testing expenses are greater during the winter months when discharging treated effluent in the Mad River.

Interest income is below projections due to depressed rate pressures.

# McKinleyville Community Services District

## Activity Summary by Fund

March 2011

### Department Summaries

#### Parks & Recreation:

Programs  
Rentals  
Property Tax Assessments  
Measure B Assessment  
State Bonds & Grants  
Other Revenue  
Interest Revenue

Total Revenue

Salaries & Benefits  
Other Expenditures  
Debt Service  
Capital Expenditures

Total Expenditures

#### Excess (Deficit)

#### Street Lights:

Total Revenue

Salaries & Benefits  
Other Expenditures  
Debt Service

Total Expenditures

#### Excess (Deficit)

#### Governmental Funds Excess (Deficit)

March	FY10 YTD	YTD Budget	YTD Variance	YTD Budget	YTD Variance	%	% Year Remaining:		
							FY10 Budget	Remaining Budget	25.00%
31,681	198,577	246,980	(48,403)	(48,403)	-19.60%		329,306	(130,729)	-39.70%
10,987	47,540	46,800	740	740	1.58%		62,400	(14,860)	-23.81%
-	252,722	390,000	(137,278)	(137,278)	-35.20%		520,000	(267,278)	-51.40%
-	118,487	160,500	(42,013)	(42,013)	-26.18%		214,000	(95,513)	-44.63%
-	12,000	3,284,250	(3,272,250)	(3,272,250)	-99.63%		4,379,000	(4,367,000)	-99.73%
6,973	56,609	207,132	(150,523)	(150,523)	-72.67%		276,176	(219,567)	-79.50%
859	9,510	15,000	(5,490)	(5,490)	-36.60%		20,000	(10,490)	-52.45%
50,500	695,445	4,350,662	(3,655,217)	(3,655,217)	-84.02%		5,800,882	(5,105,437)	-88.01%
63,317	547,243	600,590	53,347	53,347	8.88%		800,787	253,544	31.66%
27,557	209,525	164,356	(45,169)	(45,169)	-27.48%		219,141	9,616	4.39%
-	127,881	95,908	(31,973)	(31,973)	-33.34%		127,877	(4)	0.00%
6,900	30,121	3,471,750	3,441,629	3,441,629	99.13%		4,629,000	4,598,879	99.35%
97,774	914,770	4,332,604	3,417,834	3,417,834	78.89%		5,776,805	4,862,035	84.16%
<b>(47,274)</b>	<b>(219,325)</b>	<b>18,058</b>					<b>24,077</b>		
6,408	64,129	60,000	4,129	4,129	6.88%		80,000	(15,871)	-19.84%
2,969	26,404	26,881	477	477	1.77%		35,841	9,437	26.33%
3,179	28,491	57,173	28,682	28,682	50.17%		76,231	47,740	62.63%
-	11,547	8,662	(2,885)	(2,885)	-33.31%		11,549	2	0.02%
6,148	66,442	92,716	26,274	26,274	28.34%		123,621	57,179	46.25%
<b>260</b>	<b>(2,313)</b>	<b>(32,716)</b>					<b>(43,621)</b>		
<b>(47,014)</b>	<b>(221,638)</b>	<b>(14,658)</b>					<b>(19,544)</b>		

Programs are seasonal in nature and will increase as summer approaches.

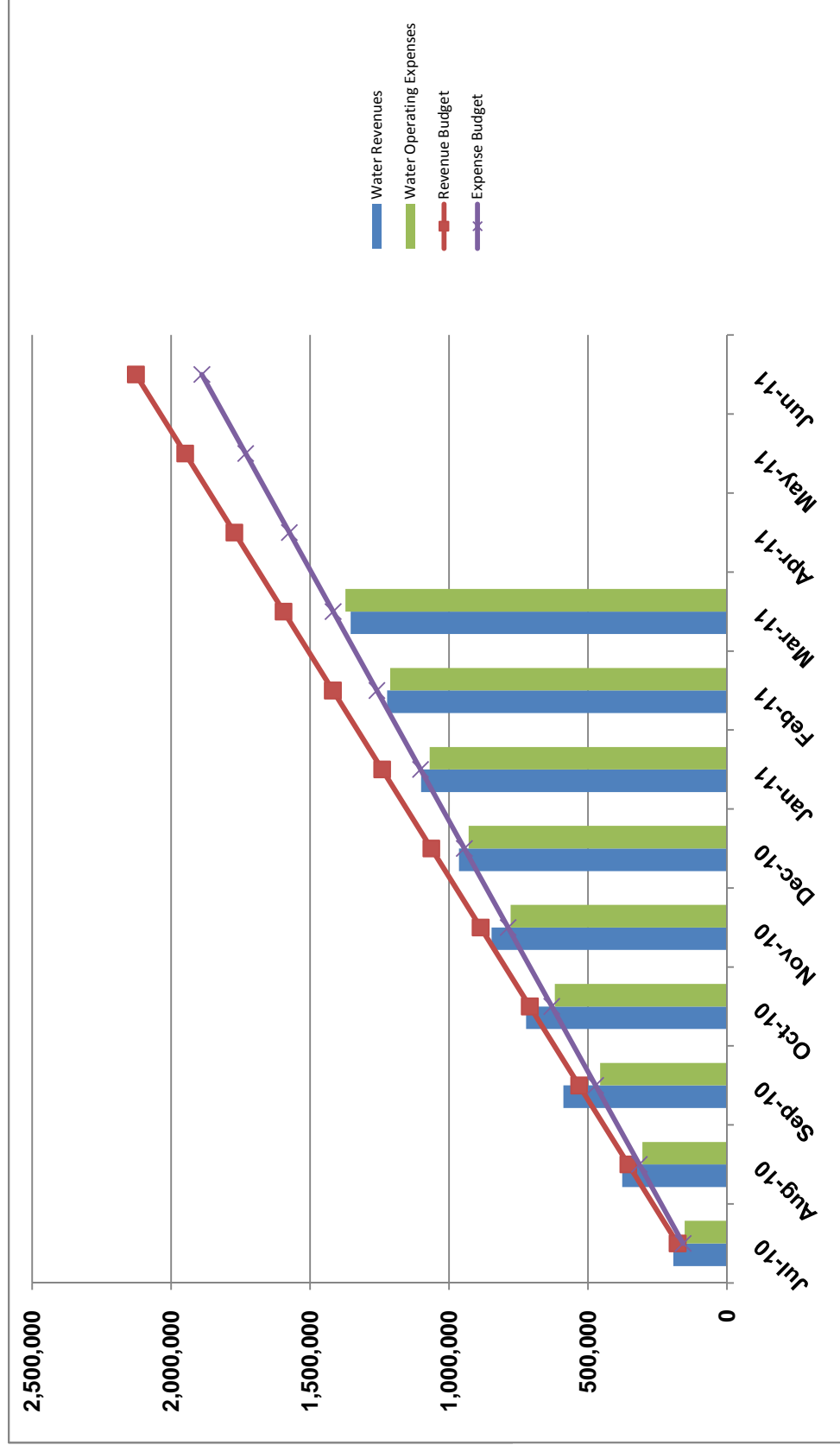
Collection of property tax and measure B assessments occur in December and April.

Principal and interest payment on outstanding debt was made in July

Principal and interest payment on outstanding debt was made in July

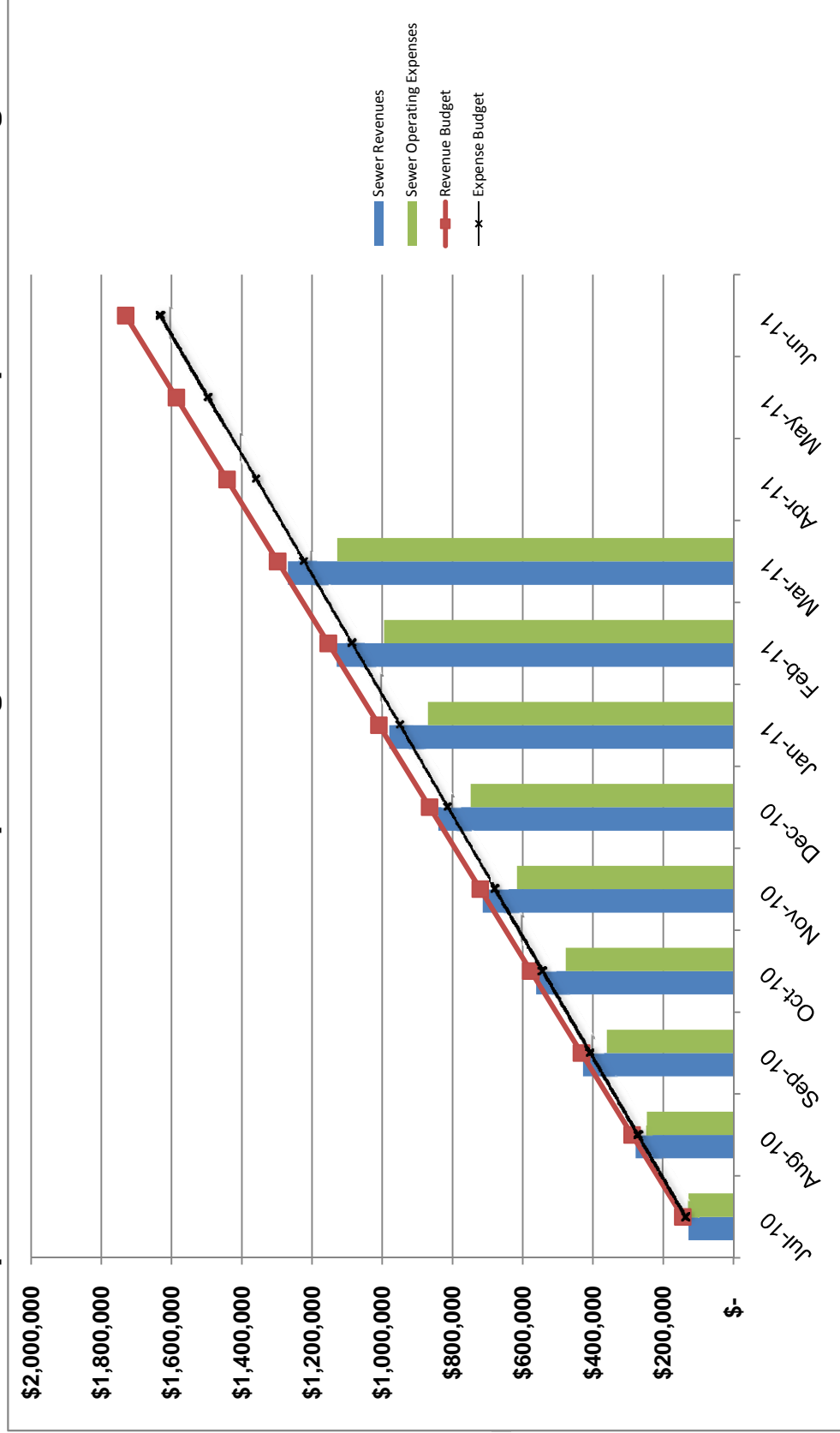
# McKinleyville Community Services District March 2011

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



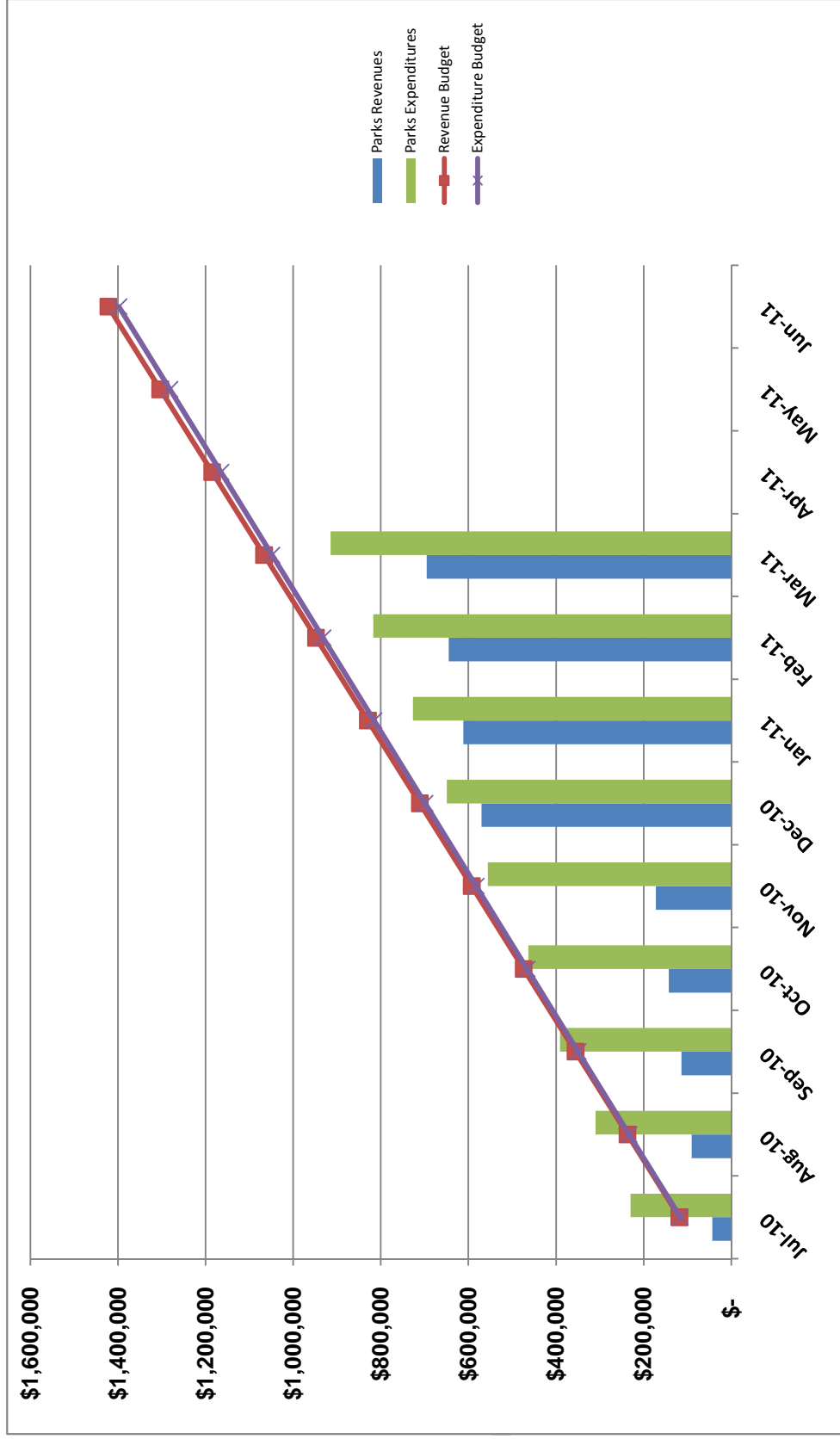
# McKinleyville Community Services District March 2011

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



# McKinleyville Community Services District March 2011

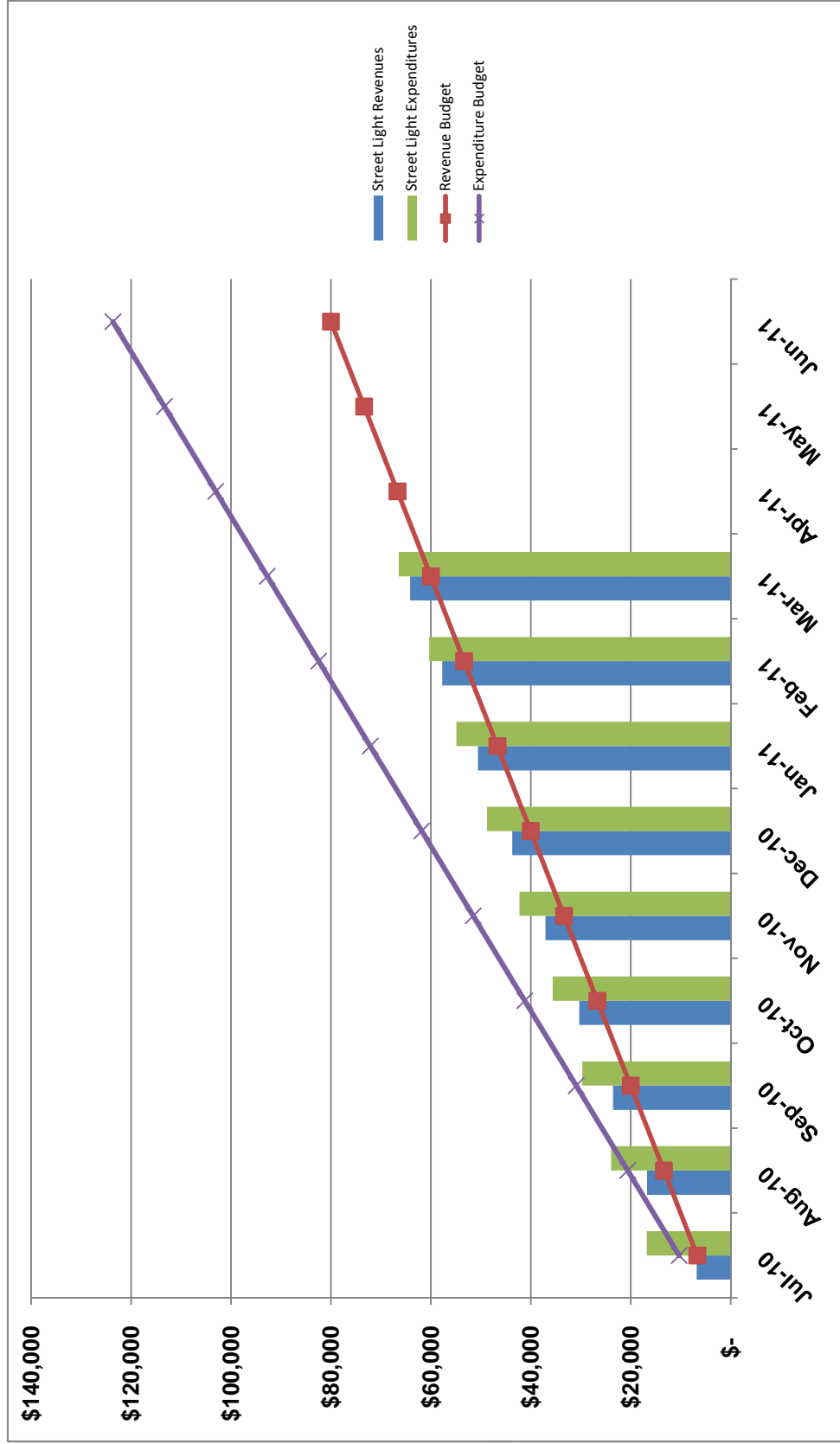
## Comparison of Parks Operating Revenues and Expenditures to Budget



Note - Excludes effects of grant funded activities.

# McKinleyville Community Services District March 2011

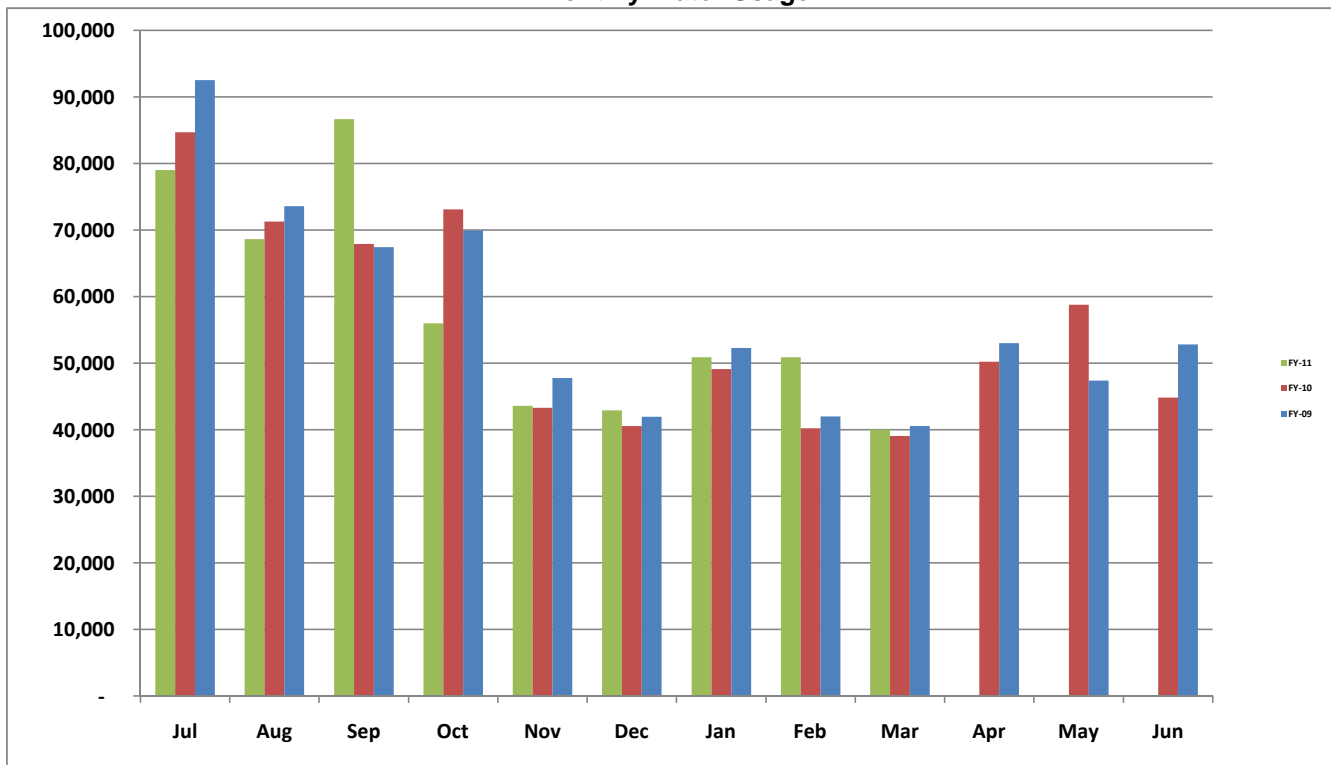
## Comparison of Street Light Fund Revenues to Budget



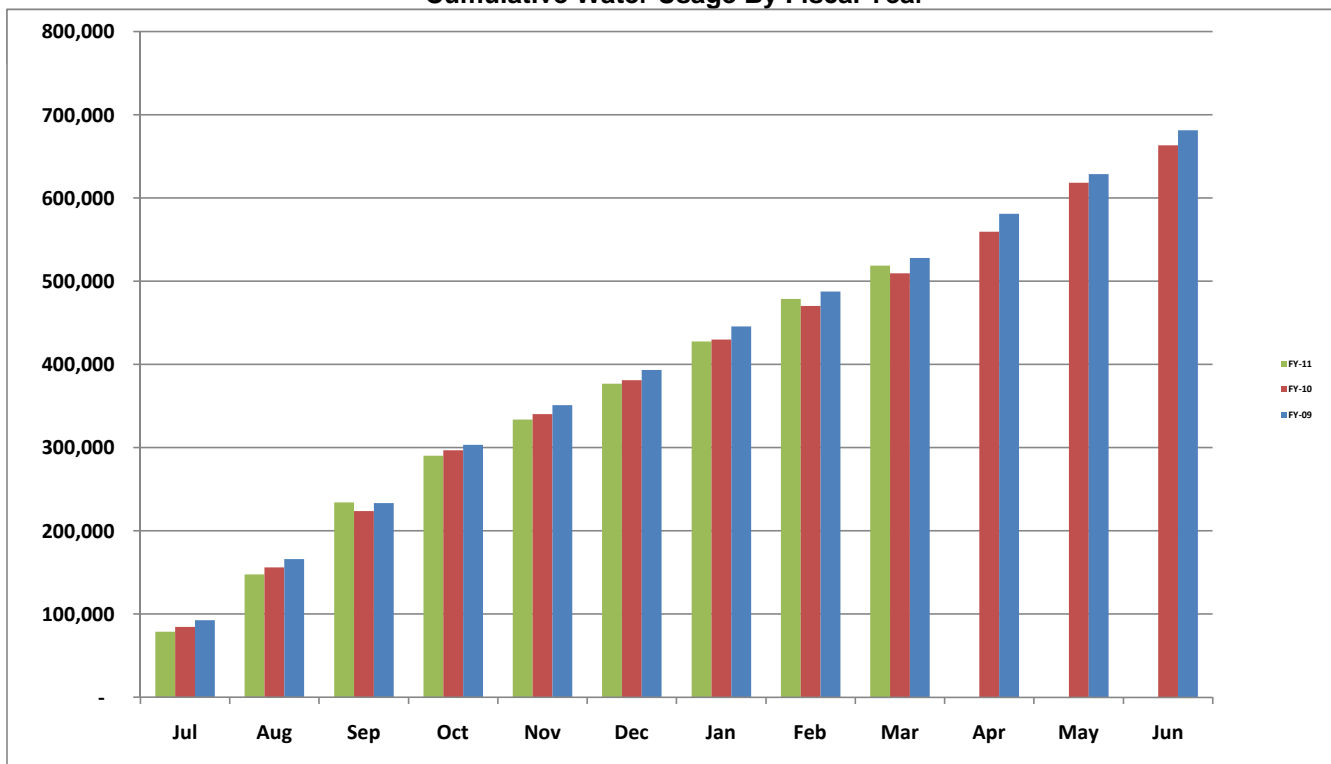


# McKinleyville Community Services District Analysis of Water Volume Usage by Fiscal Year

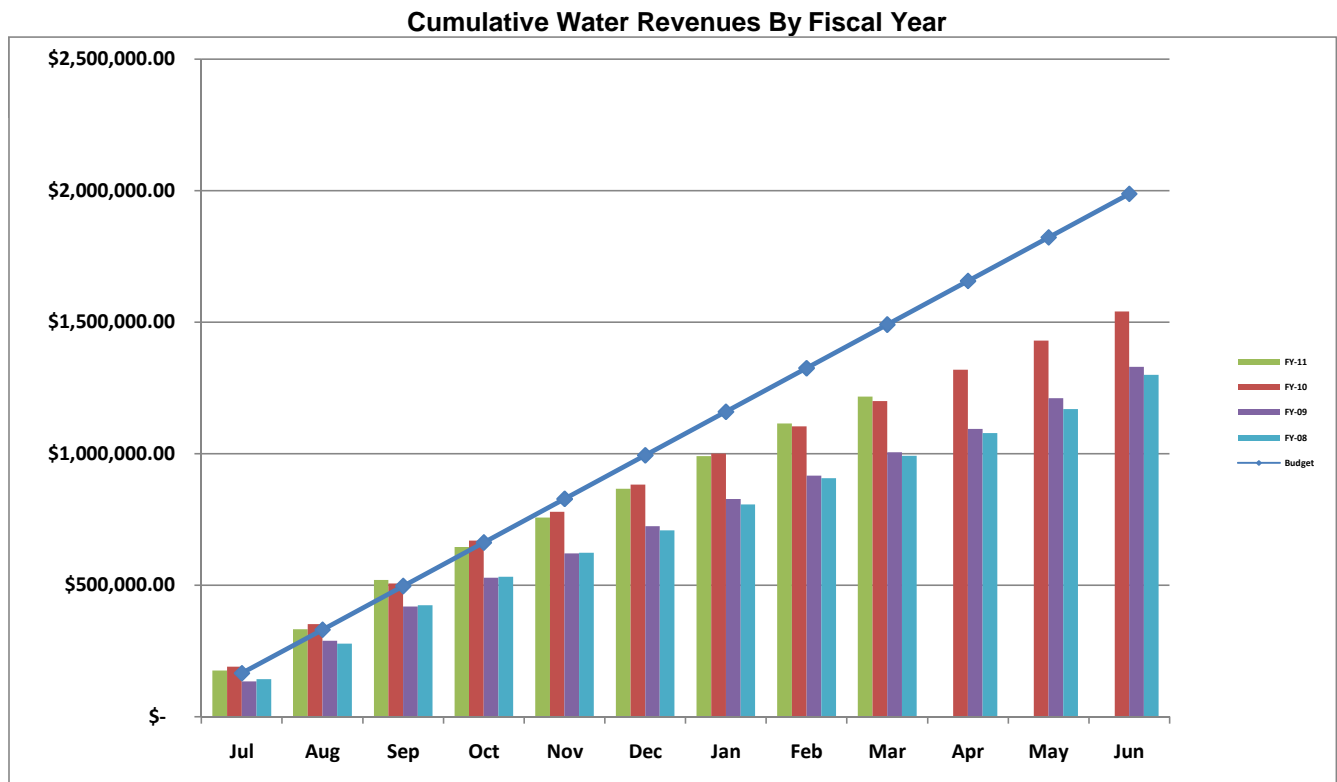
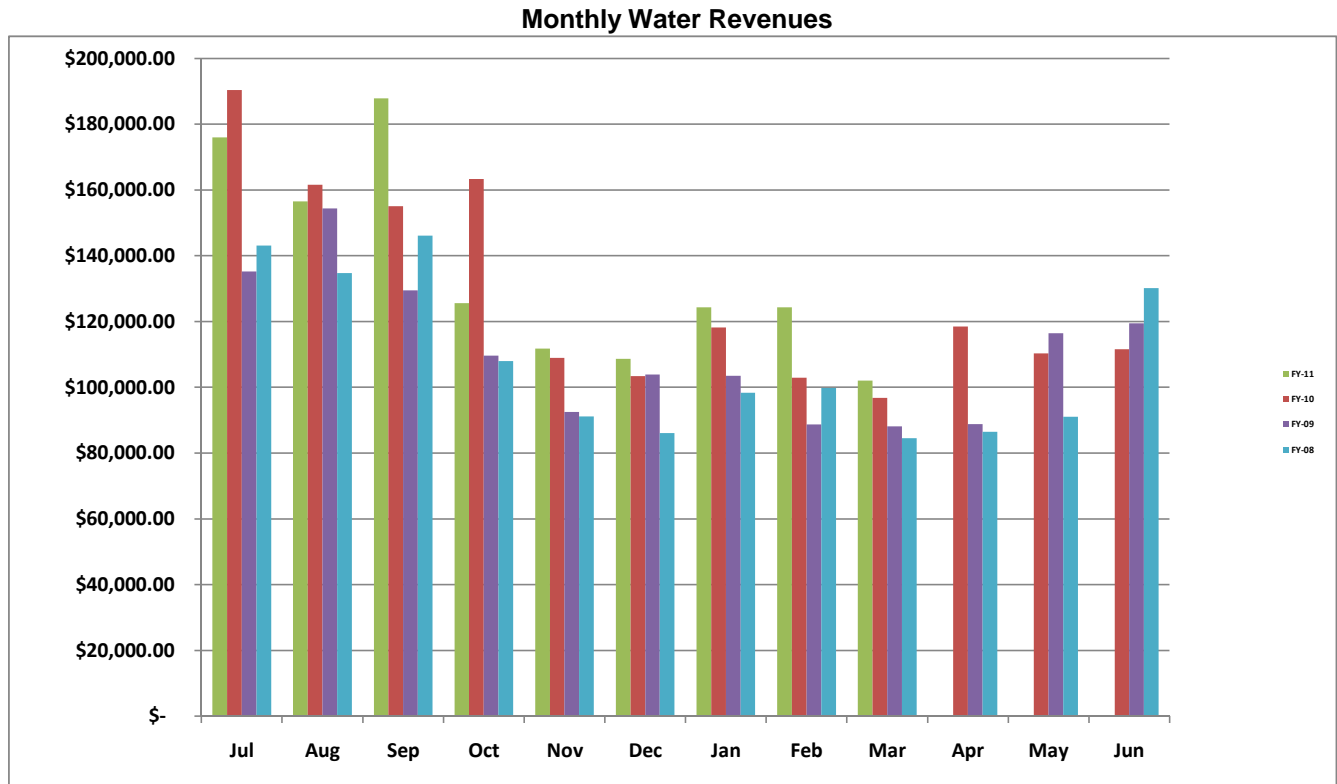
Monthly Water Usage



Cumulative Water Usage By Fiscal Year



# McKinleyville Community Services District Analysis of Water Revenues by Fiscal Year



**McKinleyville Community Services District**  
Consolidated Balance Sheet by Fund  
as of March 31, 2011

					Total (Memorandum Only)
<b><u>ASSETS</u></b>					
Unrestricted cash and cash equivalents				Sewer	
Receivable from utility ratepayers				Water	
Prepaid and other current assets				Streetslights	
Total current assets				Parks & General	
Total noncurrent assets					
<b>TOTAL ASSETS</b>					
<b><u>LIABILITIES AND FUND BALANCE &amp; RETAINED EARNINGS</u></b>					
Accrued payroll and related liabilities					
Trade and other current liabilities					
Total current liabilities					
Long term debt					
Other noncurrent liabilities					
Long term debt and noncurrent liabilities					
<b>TOTAL LIABILITIES</b>					
Fund balance & retained earnings					
Current earnings					
<b>TOTAL FUND BALANCE &amp; RETAINED EARNINGS</b>					
<b>TOTAL LIABILITIES AND FUND BALANCE &amp; RETAINED EARNINGS</b>					
<b><u>INVESTMENT IN GENERAL FIXED ASSETS</u></b>					
WestAmerica Bank Obligation					
OPEB Liability					
Accrued Compensated Absences					
<b>TOTAL GENERAL LONG TERM DEBT</b>					

McKinleyville Community Services District  
Summary of Long-Term Debt

Principal Maturities and Scheduled Interest										
Maturity Date	Maturity %	Balance - July 1, 2010	Balance - March 31, 2011	Remaining for FY-11	Principal Maturities and Scheduled Interest					
					FY-12	FY-13	FY-14	FY-15	FY-16	FY-17
8/1/11	3.5%	324,201.20	164,937.36	-	164,937.36	-	-	-	-	-
				-	2,886.40	-	-	-	-	-
4/15/16	0.0%	245,520.60	204,600.50	-	40,920.10	40,920.10	40,920.10	40,920.10	40,920.10	-
				-	-	-	-	-	-	-
3/27/18	2.6%	199,222.15	176,496.09	-	23,329.99	23,924.03	24,546.06	25,184.26	25,844.70	26,511.01
				-	4,576.35	3,982.31	3,360.28	2,722.08	2,061.64	1,395.33
12/4/17	5.5%	341,674.66	313,425.66	9,667.60	40,024.42	42,282.10	44,667.13	47,186.72	49,848.42	52,660.26
				4,265.84	15,709.34	13,451.66	11,066.63	8,547.04	5,885.34	3,073.50
8/1/22	5.0%	855,000.00	805,000.00	-	50,000.00	60,000.00	60,000.00	60,000.00	60,000.00	70,000.00
				-	39,000.00	36,250.00	33,250.00	30,250.00	27,250.00	24,000.00
12/22/26	1.0%	-	148,590.00	-	-	9,006.49	10,856.01	10,964.84	11,071.24	11,185.76
				-	-	3,383.47	1,533.95	1,425.12	1,318.72	1,204.20
1/1/33		2,153,395.10	2,082,986.88	-	72,168.43	73,972.64	75,821.96	77,717.50	79,660.44	81,651.96
1/1/33		391,802.41	374,767.29	-	17,035.12	17,035.12	17,035.12	17,035.12	17,035.12	17,035.12
	2.5%			-	52,074.67	50,270.46	48,421.14	46,525.60	44,582.66	42,591.14
Total		4,510,816.12	4,270,803.78	13,933.44	522,662.18	374,478.38	371,478.38	368,478.38	365,478.38	331,308.28
Principal & Interest Recap:										
Principal		4,510,816.12	4,270,803.78	9,667.60	408,415.42	267,140.48	273,846.38	279,008.54	284,380.02	259,044.11
Interest				4,265.84	114,246.76	107,337.90	97,632.00	89,469.84	81,098.36	72,264.17
Recap by Fund:										
General Long Term Debt Fund (001)		324,201.20	164,937.36	-	164,937.36	-	-	-	-	-
Water Fund (501)		2,545,197.51	2,606,344.17	-	89,203.55	100,014.25	103,713.09	105,717.46	107,766.80	109,872.84
Interest				-	52,074.67	53,653.93	49,955.09	47,950.72	45,901.38	43,795.34
				-	141,278.22	153,668.18	153,668.18	153,668.18	153,668.18	153,668.18
Sewer Fund (551)		1,641,417.41	1,499,522.25	9,667.60	154,274.51	167,126.23	170,133.29	173,291.08	176,613.22	149,171.27
Interest				4,265.84	59,285.69	53,683.97	47,676.91	41,519.12	35,196.98	28,468.83
				13,933.44	213,560.20	220,810.20	217,810.20	214,810.20	211,810.20	177,640.10
Total		4,510,816.12	4,270,803.78	13,933.44	519,775.78	374,478.38	371,478.38	368,478.38	365,478.38	331,308.28

REPORT.: Apr 06 11 Wednesday  
 RUN....: Apr 06 11 Time: 17:46  
 Run By.: STEVEN EDMISTON

McKinleyville C.S.D.  
 Cash Disbursement Detail Report  
 Check Listing for 03-11 Bank Account.: 10011

PAGE: 001  
 ID #: PY-DP  
 CTL.: MCK

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	-----Payment Information----- Invoice # Description
022867	03/04/11	ACM01	ACME RIGGING & SUPPLY CO.	91.48	.00	91.48	238440 MAINTENANCE SUPPLIES
022868	03/04/11	ADA03	DANIEL ADAMSKI	75.00	.00	75.00	B10223 CONTRACT FUTSAL REFEREE
022869	03/04/11	ADV04	ADVANCED DISPLAY AND SIGN	83.71	.00	83.71	506050 SUPPLIES
022870	03/04/11	ALM02	ALMQUIST LUMBER CO	226.03	.00	226.03	525013 SIGNS AZ HALL AND LIBRARY
022871	03/04/11	ALV01	ALVES INC.	150.00	.00	150.00	23927 ROOF INSPECTION
022872	03/04/11	AMB01	AMBROSINI & SONS ELECTRIC	784.00	.00	784.00	12260 MAINTENANCE IN FEB 2011
022873	03/04/11	ANS02	BRIAN ANSPACH	868.00	.00	868.00	B10303 GIS SYSTEM
022874	03/04/11	BAS01	BASIC LABORATORY INC.	1119.00	.00	1119.00	1101610 LAB TESTING
022875	03/04/11	BAY02	BAY WEST SUPPLY, INC.	441.21	.00	441.21	B10302 JANITORIAL SUPPLIES FOR F
022876	03/04/11	BOR01	BORGES & MAHONEY CO.	1712.12	.00	1712.12	130786 SUPPLIES
022877	03/04/11	BRU04	REBECCA J. BRUINEKOOL	1764.75	.00	1764.75	B10303 KINDERSORTS INSTRUCTOR PA
022878	03/04/11	CAL05	CAL. PARK & REC. SOCIETY	450.00	.00	450.00	B10303 MEMBERSHIP
022879	03/04/11	CAS01	CASH	264.60	.00	264.60	B10218 REPAIRS AND SUPPLIES
022880	03/04/11	CAS03	CASH	100.00	.00	100.00	B10218 W/D FROM EMPLOYEE FUND
022881	03/04/11	CHA05	MARK CHAFE	30.00	.00	30.00	B10223 CONTRACT FUTSAL REFEREE
022882	03/04/11	CON09	CONSTANT CONTACT	126.00	.00	126.00	WB4VSQDAB MEMBERSHIP FEES
022883	03/04/11	COU02	HUMBOLDT COUNTY ASSESSOR	6.56	.00	6.56	B10301 MEASURE B MAPS
022884	03/04/11	CUM01	CUMMINS WEST, INC.	284.55	.00	284.55	005-95112 MAINTENANCE
022885	03/04/11	CWE02	CALIFORNIA WATER	132.00	.00	132.00	B10302 MEMBERSHIP
022886	03/04/11	DEP04	CA DEPT OF PUBLIC HEALTH-	60.00	.00	60.00	B10301 JM WATER DISTRIBUTION #32
022887	03/04/11	DEP08	CALIFORNIA DEPT OF PUBLIC	60.00	.00	60.00	B10301 CR CERT RENEWAL
022888	03/04/11	DEP09	CALIFORNIA DEPT OF PUBLIC	60.00	.00	60.00	B10301 CR CERT RENEWAL
022889	03/04/11	FRO02	FRONTIER ANALYTICAL LABOR	1800.00	.00	1800.00	15179 LAB TESTING
022890	03/04/11	GEF01	GE FANUC INTELLIGENT PLAT	2495.00	.00	2495.00	44074199 TRAINING
022891	03/04/11	HAC01	HACH COMPANY	489.32	.00	489.32	7129951 TESTING SOLUTIONS
022892	03/04/11	HAR03	HARVEY M. HARPER CO.	52.07	.00	52.07	701709 MONTHLY INSPECTIONS
022893	03/04/11	HUB02	HUB INTERNATIONAL INSURAN	146.67	.00	146.67	B10301 SPEC EVENT INS
022894	03/04/11	HUM01	HUMBOLDT BAY MUNICIPAL WA	50099.43	.00	50099.43	B10301 WTR PURCHASED
022895	03/04/11	HUM08	HUMBOLDT SANITATION	829.00	.00	829.00	B10303 TRASH SERVICE
022896	03/04/11	IND01	INDEPENDENT BUS. FORMS	305.76	.00	305.76	20998 PAYROLL/AP CHECKS
022897	03/04/11	KRI02	TERRY E. KRIEG, CPA	1000.00	.00	1000.00	B10218 FY-10 AUDIT
022898	03/04/11	LES01	LES SCHWAB TIRE CENTER	911.85	.00	911.85	324209 SUPPLIES
022899	03/04/11	MAL02	CHERYL MALIN	331.11	.00	331.11	B10302 WORKSHOP SANTA ROSA UWMP
022900	03/04/11	MAP01	MAPLESERVICE	175.00	.00	175.00	75819 PLUMBING INSPECTION
022901	03/04/11	MCK04	MCK ACE HARDWARE	979.81	.00	979.81	B10303 REPAIRS/SUPPLY
022902	03/04/11	MCK12	MCKINLEYVILLE UNION SCHOO	458.10	.00	458.10	13111 KIDS CLUB SUPPLIES
022903	03/04/11	MCM01	McMaster-Carr Supply Co.	113.70	.00	113.70	77357663 SUPPLIES FOR FEB 2011
022904	03/04/11	MIL01	Miller Farms Nursery	744.92	.00	744.92	B10303 REPAIRS/SUPPLY
022905	03/04/11	NAT06	NATIONAL METER & AUTOMATI	1258.00	.00	1258.00	S1031177 HANDHELD
022906	03/04/11	NEC01	NEC FINANCIAL SERVICES,LL	288.59	.00	288.59	1422299 PHONE SYSTEM
022907	03/04/11	NOR01	NORTH COAST LABORATORIES	3580.00	.00	3580.00	B10304 LAB TESTS
022908	03/04/11	NOR20	NORTH COAST JOURNAL	175.50	.00	175.50	WG2011-11 AD IN WEDDING GUIDE
022909	03/04/11	NOR35	NORTHERN HUMBOLDT	207.28	.00	207.28	ES11-0142 CENTRAL AVE LANDSCAPING
022910	03/04/11	NOR36	NORTH COAST PARTS & SUPPL	125.76	.00	125.76	B10302 MONTHLY SUPPLES
022911	03/04/11	NYL01	NYLEX.NET	135.00	.00	135.00	69828 PRINTER PROBLEMS
022912	03/04/11	ONT01	ON-THE-SPOT SPORTSWEAR	92.69	.00	92.69	100286 BBALL JERSEYS

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McKinleyville C.S.D.  
 Cash Disbursement Detail Report  
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PAGE: 002  
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Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	-----Payment Information----- Invoice #	Description
022913	03/04/11	PEC03	KRISTOPHER PECKOSH	75.00	.00	75.00	B10223	CONTRACT FUTSAL REFEREE
022914	03/04/11	PGE02	PACIFIC GAS & ELECTRIC	2263.99	.00	2263.99	B10223	STREETLIGHTS FEB 2011
022915	03/04/11	PRE08	PRECISION INTERMEDIA	30.00	.00	30.00	13782	WEB HOSTING
022916	03/04/11	PRI01	PRICE GEOGRAPHIC CONSULTI	440.00	.00	440.00	1726	MCSO FIS WATER AND SEWER
022917	03/04/11	RED12	REDWOOD COAST INSPECTIONS	225.00	.00	225.00	B10304	INSPECTION
022918	03/04/11	REE06	CHRIS REED	112.29	.00	112.29	B10224	STEEL TOED BOOTS
022919	03/04/11	REN01	RENNER PETROLEUM	2353.20	.00	2353.20	B10304	FLEET FUEL
022920	03/04/11	RES05	RESERVE ACCOUNT	1500.00	.00	1500.00	B10224	POSTAGE
022921	03/04/11	SEC03	SECURITY LOCK & ALARM	155.10	.00	155.10	70452	TRIP CHARGE
022922	03/04/11	SEN02	SENATE RULES COMMITTEE	14.68	.00	14.68	B10301	COPIES FO SENATE PUBLICAT
022923	03/04/11	SEQ01	Sequoia Gas Co.	376.34	.00	376.34	121139	HILLER SPORTS SITE
022924	03/04/11	SIE01	SIERRA FOOTHILL LAB, INC.	3125.00	.00	3125.00	94118	LAB TESTS
022925	03/04/11	STA11	STAPLES CREDIT PLAN	1199.36	.00	1199.36	B10224	MONTHLY SUPPLIES
022926	03/04/11	THO02	Thomas Home Center	522.53	.00	522.53	B10303	REPAIRS/SUPPLY
022927	03/04/11	THR01	THRIFTY SUPPLY COMPANY	567.80	.00	567.80	1294993	MONTHLY SUPPLIES
022928	03/04/11	TIM01	TIMES-STANDARD	195.00	.00	195.00	3820095	ADS/MARKETING
022929	03/04/11	UMP02	UMPQUA BANK	1838.02	.00	1838.02	B10304	PURCHASES IN FEB 2011
022930	03/04/11	UPS01	UPS	614.91	.00	614.91	Y6R493071	LAB SHIPMENT
022931	03/04/11	VER01	VERISON WIRELESS	183.06	.00	183.06	B10303	PHONES FOR FEB 2011
022932	03/04/11	WIL09	WILLDAN FINANCIAL SERVICE	10905.00	.00	10905.00	10-13104	MEASURE B ADVICE
022933	03/04/11	*0011	MCK BAPTIST CHURCH	100.00	.00	100.00	B10218	AZ HALL DEPOSIT REFUND
022934	03/04/11	*0012	ADOPTION HORIZON	100.00	.00	100.00	B10304	AZ HALL REFUND
022935	03/04/11	*0013	SCOTT HAMMOND	30.00	.00	30.00	B10304	BREAKOUT REFUND
022936	03/04/11	*0014	NORTH COAST AGILITY & DOG	100.00	.00	100.00	B10301	AZ HALL DEPOSIT REFUND
022937	03/04/11	*0015	PAULA GREGORY	100.00	.00	100.00	B10303	AZ HALL DEPOSIT REFUND
022938	03/04/11	COR01	CORBIN WILLITS SYSTEMS	833.42	.00	833.42	B102151	MARCH MONTHLY PAYMENT
022939	03/04/11	EDM01	STEVEN EDMISTON	459.08	.00	459.08	B10303	AFLAC FLEX SPENDING REIMB
022940	03/04/11	GUA01	THE GUARDIAN	3926.95	.00	3926.95	B10218	GRP DENTAL INSURANCE
022941	03/04/11	HAR13	The Hartford - Priority A	580.35	.00	580.35	B10225	GRP. LIFE INSURANCE
022942	03/04/11	SEH01	JASON SEHON	2000.00	.00	2000.00	B10304	PAY ADVANCE
022943	03/04/11	STA08	SWRCB ACCOUNTING OFFICE	40290.10	.00	40290.10	B10301	SRF LOAN #C-06-4259-110
022944	03/04/11	SUD01	SUDDENLINK	173.95	.00	173.95	B10303	INTERNET FOR MARCH 2011
022945	03/04/11	USB01	U.S. BANK TRUST N.A.	7500.00	.00	7500.00	001B103011	SEWER BOND PAYMENT
022946	03/04/11	\C014	CERVANTES, GABRIEL	25.52	.00	25.52	000B10301	MQ CUSTOMER REFUND FOR CE
022947	03/04/11	\D014	DENNISON, LUCAS	19.69	.00	19.69	000B10301	MQ CUSTOMER REFUND FOR DE
022948	03/04/11	\H004	HAUSCH, TANA	43.94	.00	43.94	000B10301	MQ CUSTOMER REFUND FOR HA
022949	03/04/11	\H011	HOLLRIGEL & ASSOCIATES IN	44.97	.00	44.97	000B10301	MQ CUSTOMER REFUND FOR HO
022950	03/04/11	\H012	HUNKINS, BRADLEY	56.22	.00	56.22	000B10301	MQ CUSTOMER REFUND FOR HU
022951	03/04/11	\M017	MACHADO, AMY	54.09	.00	54.09	000B10301	MQ CUSTOMER REFUND FOR MA
022952	03/04/11	\M018	MAULDEN, BRUCE	67.18	.00	67.18	000B10301	MQ CUSTOMER REFUND FOR MA
022953	03/04/11	\R010	RIVAS, SANDRA	8.38	.00	8.38	000B10301	MQ CUSTOMER REFUND FOR RI
022954	03/04/11	\R011	ROLLINS, RHONDA	2.09	.00	2.09	000B10301	MQ CUSTOMER REFUND FOR RO
022955	03/04/11	\S019	SEELY, SAMANTHA	57.64	.00	57.64	000B10301	MQ CUSTOMER REFUND FOR SE
022956	03/04/11	\T001	TANVEER, SARAH	44.94	.00	44.94	000B10301	MQ CUSTOMER REFUND FOR TA
022957	03/04/11	\W017	WEBER, BRUCE	16.64	.00	16.64	000B10301	MQ CUSTOMER REFUND FOR WE
022958	03/08/11	*0016	ALPHA OMEGA	100.00	.00	100.00	B10308	S.R. DEPOSIT REFUND

REPORT.: Apr 06 11 Wednesday  
 RUN....: Apr 06 11 Time: 17:46  
 Run By.: STEVEN EDMISTON

McKinleyville C.S.D.  
 Cash Disbursement Detail Report  
 Check Listing for 03-11 Bank Account.: 10011

PAGE: 003  
 ID #: PY-DP  
 CTL.: MCK

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	-----Payment Information----- Invoice # Description
022959	03/08/11	*0017	PAULA CERVANTEZ	30.00	.00	30.00	B10308 AZ HALL DEPOSIT REFUND
022960	03/08/11	BAL01	DAVID BALDOSSER	21.80	.00	21.80	B10308 TRAVEL EXPENSE
022961	03/08/11	COS03	COSTCO WHOLESALE	102.74	.00	102.74	B10308 MONTHLY PURCHASES
022962	03/08/11	CSD01	CSDA	1000.00	.00	1000.00	B10308 BOARD SECRETARY CLERK CON
022963	03/08/11	DEN01	SHARON L. DENISON	54.13	.00	54.13	B10308 TRAVEL EXPENSE
022964	03/08/11	KEY01	KEY EQUIPMENT FINANCE	314.57	.00	314.57	1104 EQUIPMENT LEASE
022965	03/08/11	NOR13	NORTHERN CALIFORNIA SAFET	80.00	.00	80.00	17618 MONTHLY SUBSCRIPTION
022966	03/08/11	PGE01	PG & E (Office & Field)	11534.78	.00	11534.78	B10308 GAS & ELECTRIC
022967	03/08/11	SIE02	SIERRA CHEMICAL CO.	1915.34	.00	1915.34	213063 CHLORINE/CONTAINER DEPOSI
022968	03/17/11	*0018	SANDRA BERRY	9.00	.00	9.00	B10316 MEASURE B ASSESSMENT CUST
022969	03/17/11	*0019	KATHRYN GLASPEY	100.00	.00	100.00	B10310 AZ REFUND
022970	03/17/11	*0020	DORIS JOHNSON FAIRE	100.00	.00	100.00	B10310 AZ HALL DEPOSIT REFUND
022971	03/17/11	*0021	LAURA HOLVERSON	56.00	.00	56.00	B10310 KIDS CLUB REFUND
022972	03/17/11	*0022	BOYS SCOUT TROOP 99	100.00	.00	100.00	B10310 AZ HALL DEPOSIT REFUND
022973	03/17/11	*0023	SHEREE PIKE	100.00	.00	100.00	B10316 AZ HALL DEPOSIT
022974	03/17/11	*0024	VERONICA DAW	72.00	.00	72.00	B10317 KIDSLUB REFUND
022975	03/17/11	ACW01	ACWA HEALTH BENEFITS AUTH	41424.58	.00	41424.58	B10316 GRP. HEALTH INS
022976	03/17/11	ATT01	AT&T	1142.09	.00	1142.09	B10316 PHONE SYSTEMS
022977	03/17/11	COR07	JOHN W. CORBETT	200.00	.00	200.00	B10317 DIRECTORS FEES
022978	03/17/11	COU09	DAVID R. COUCH	200.00	.00	200.00	B10317 DIRECTORS FEES
022979	03/17/11	EDW01	HELEN L. EDWARDS	100.00	.00	100.00	B10317 DIRECTORS FEES
022980	03/17/11	EGB02	BARBARA EGBERT	1200.00	.00	1200.00	B10316 AFLAC FLEX SPENDING
022981	03/17/11	EIC01	JENNIFER EICHSTEDT	869.37	.00	869.37	B10310 CONTRACTED INSTRUCTOR PAY
022982	03/17/11	FRE07	FRESHWATER ENVIRONMENTAL	2520.00	.00	2520.00	423 CONSULTING
022983	03/17/11	HEL01	KEVIN HELD	300.00	.00	300.00	B10316 JR HIGH DJ PAYMENT
022984	03/17/11	HUM44	HUMBOLDT MEDIATION SERVIC	580.00	.00	580.00	B10317 "DISABILITY SENSITIVITY T
022985	03/17/11	JAC04	JACKSON & EKLUND	275.00	.00	275.00	167560 PROFESSIONAL SERVICES REN
022986	03/17/11	KEN02	KENNEDY/JENKS CONSULTANTS	551.05	.00	551.05	54469 PROFESSIONAL SERVICES REN
022987	03/17/11	MAY02	DENNIS MAYO	200.00	.00	200.00	B10317 DIRECTORS FEES
022988	03/17/11	PIT01	PITNEY BOWES	597.00	.00	597.00	MR11 POSTAGE METER LEASE
022989	03/17/11	RES05	RESERVE ACCOUNT	1500.00	.00	1500.00	B10317 POSTAGE METER
022990	03/17/11	SHN01	SHN ENGINEERING	17895.79	.00	17895.79	73978 NPDES COMPLIANCE
022991	03/17/11	TID01	DAVID TIDWELL	325.00	.00	325.00	B10317 APPRAISAL
022992	03/17/11	USP02	USPS: ARCATA BMEU	1500.00	.00	1500.00	B10317 POSTAGE PERMIT 202
022993	03/17/11	WAH02	WAHLUND CONSTRUCTION INC.	39136.03	.00	39136.03	8 PROFESSIONAL SERVICES REN
022994	03/17/11	WEN01	WILLIAM WENNERHOLM, DC	200.00	.00	200.00	B10317 DIRECTORS FEES
022995	03/17/11	WIN02	Winzler & Kelly	2500.00	.00	2500.00	57069 PROFESSIONAL SERVICES REN
022996	03/17/11	YOU01	NANCY YOUNG	614.25	.00	614.25	B10310 INSTRUCTOR PAYMENT
022997	03/29/11	*0026	MARCIA HOPE WOLHANDLER	75.00	.00	75.00	B10322 DOG AGILITY REFUND
022998	03/29/11	*0027	FORSON'S	606.90	.00	606.90	B10322 SUN ROAD MAINLINE EXTENSI
022999	03/29/11	*0028	MARK BUEHLER	100.00	.00	100.00	B10322 AZALEA HALL DEPOSIT REFUN
023000	03/29/11	*0029	EUGENE CODA	62.50	.00	62.50	B10328 REFUND DOG OBEDIENCE
023001	03/29/11	*0030	ABBY BLUE	55.00	.00	55.00	B10328 PP EVENT RAINED OUT-REFUN
023002	03/29/11	CIT07	CITY OF LONG BEACH-PARK,	13.95	.00	13.95	B10328 COPY OF PRA REQUEST PROP
023003	03/29/11	COA04	COASTAL TREE SERVICE	5500.00	.00	5500.00	B10323 OPEN SPACE MAINTENANCE
023004	03/29/11	COL05	COLANTUONO & LEVIN, PC	9299.50	.00	9299.50	21085 PROFESSIONAL SERVICES



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 Run By.: STEVEN EDMISTON

McKinleyville C.S.D.  
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Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	-----Payment Information----- Invoice # Description
023005	03/29/11	COU01	COUNTY OF HUMBOLDT	6.56	.00	6.56	B10323 MEASURE B MAPS
023006	03/29/11	CSD01	CSDA	150.00	.00	150.00	B10322 TRAINING
023007	03/29/11	DEP02	CAL. DEPT. OF PUBLIC HEAL	248.00	.00	248.00	B10329 SYSTEM #1210016
023008	03/29/11	DIL01	DILLING MACHINE WORKS	52.73	.00	52.73	216028 REPAIRS/SUPPLY
023009	03/29/11	DON01	DON'S RENT-ALL	6.51	.00	6.51	62408 REPAIRS/SUPPLY
023010	03/29/11	DOW01	DOWNEY BRAND ATTORNEYS LL	155.00	.00	155.00	408442 PROFESSIONAL SERVICES
023011	03/29/11	EUR01	EUREKA BOILER WORKS	8.89	.00	8.89	38740 REPAIRS/ MAINTENANCE
023012	03/29/11	EUR22	EUREKA STOVE & FIRESIDE	781.57	.00	781.57	10213 REPAIRS/ MAINTENANCE
023013	03/29/11	GFO01	GOVERNMENT FINANCE OFFICE	150.00	.00	150.00	00179026 MEMBERSHIP RENEWAL
023014	03/29/11	GOL02	GOLDEN STATE FURNITURE IN	207.94	.00	207.94	B10325 CREDENZA FOR SECRETARY DE
023015	03/29/11	HUM44	HUMBOLDT MEDIATION SERVIC	54.00	.00	54.00	B10323 PROFESSIONAL SERVICES
023016	03/29/11	KRE02	KREATIONS AUTO BODY LLC	711.77	.00	711.77	323 VEHICLE REPAIR
023017	03/29/11	MAP01	MAPLESERVICE	1100.00	.00	1100.00	75993 INSTALLED GAS LINE
023018	03/29/11	MCK12	MCKINLEYVILLE UNION SCHOO	321.75	.00	321.75	22811 KIDS CLUB SUPPLIES
023019	03/29/11	MIT01	Mitchell, Brisso, Delaney	2100.28	.00	2100.28	28431 PROFESSIONAL SERVICES
023020	03/29/11	NOR35	NORTHERN HUMBOLDT	244.01	.00	244.01	ES11-0161 OPEN SPACE MAINTENANCE
023021	03/29/11	NYL01	NYLEX.NET	180.00	.00	180.00	69908 SET UP SCADA/ MOM SET UP
023022	03/29/11	PGE02	PACIFIC GAS & ELECTRIC	2311.50	.00	2311.50	B10325 STREETLIGHTS
023023	03/29/11	PRE05	PRECISION NUTS & BOLTS	427.24	.00	427.24	2182 NUTS & BOLTS ORDER
023024	03/29/11	SDR01	SDRMA	9152.00	.00	9152.00	0035560- FY-11 Q4 WC
023025	03/29/11	SPO07	SPONSORED PROGRAMS FOUNDA	250.00	.00	250.00	SP21891 PRINTING SERVICES
023026	03/29/11	STA08	SWRCB ACCOUNTING OFFICE	630.00	.00	630.00	B10322 PAID SHORT IN ERROR
023027	03/29/11	STA11	STAPLES CREDIT PLAN	1420.42	.00	1420.42	B10325 MONTHLY SUPPLIES
023028	03/29/11	UNI05	UNITED RENTALS NORTHWEST	62.14	.00	62.14	92289111- ENVIRONMENTAL CHARGE
023029	03/29/11	UPS01	UPS	282.64	.00	282.64	Y6R493121 LAB SHIPMENT
023030	03/29/11	WIL09	WILLDAN FINANCIAL SERVICE	10000.00	.00	10000.00	10-13445 PROFESSIONAL SERVICES
023031	03/29/11	WIN02	Winzler & Kelly	1645.75	.00	1645.75	57397 RAMEY PUMP STATION IMPROV
023032	03/30/11	STA13	S.W.R.C.B.	27906.34	.00	27906.34	68211113P LOAN PAYMENT
Cash Account Total.....:				364815.41	.00	364815.41	
Total Disbursements.....:				364815.41	.00	364815.41	



**McKinleyville Community Services District**  
Board Agenda Background

**AGENDA ITEM:** D.3.

**AGENDA TITLE:** Compliance with State Double Check Valve Law

**MEETING DATE:** April 20, 2011

**PRESENTED BY:** Greg Orsini, Operations Director

**TYPE OF ITEM:** Consent Calendar

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

1st Notice	March 1, 2011
10 Day Notice	April 6, 2011
Board Meeting	April 20, 2011
Lock	May 23, 2011
<b>ROUTES 1,3,4</b>	

Account #	Address	Model of DCV	Date s/o out
1-840-000	2080 Cochran	Febco	
3-675-00	2145 Second	Febco	
3-925-000	1790 A Ave	Febco	
4-122-000	1795 Van Eaton	Wilkins	
4-670-000	1970 Scott	Febco	
4-825-000	1638 Childrens	Febco	

Updated: 4/6/2011

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

**EXHIBIT D.4**

**MINUTES OF THE SPECIAL MEETING OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT HELD ON  
THURSDAY, MARCH 17, 2011 AT 1:00PM AT AZALEA HALL,  
1620 PICKETT ROAD, MCKINLEYVILLE**

The special meeting of the Board of Directors of McKinleyville Community Services District convened at 1:00pm with the following people in attendance:

Dennis Mayo, Vice-President

David Couch, Director

Bill Wennerholm, Director

John Corbett, Director (arrived at 1:07pm)

Norman Shopay, General Manager

Steve Edmiston, Finance Director

Sharon Denison, Board Secretary

Jason Sehon, Park & Recreation Director

**AGENDA ITEM A-CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE:** At 1:00PM Vice-President Mayo called the meeting to order and asked Director Couch to lead the pledge of allegiance. Director Wennerholm was present and Directors Corbett and President Edwards were absent. Director Corbett arrived at 1:07 pm.

**AGENDA ITEM B-ORAL AND WRITTEN COMMUNICATIONS:** Oral and written communications related to item C.1 will be taken at the time the item is discussed.

**AGENDA ITEM C.1-RECEIVE BALLOT RESULTS FROM MEASURE B RENEWAL:** Park & Recreation Director shared the ballot result from the just completed Measure B Vote:

- |    |                                 |                       |                       |
|----|---------------------------------|-----------------------|-----------------------|
| 1. | 1,411 YES BALLOTS               | TOTALING \$53, 957.65 | WEIGHTED 218 VOTE 55% |
| 2. | 886 NO BALLOTS                  | 44,334.49             | 45%                   |
| 3. | TOTAL OF 2,297 BALLOTS RECEIVED |                       |                       |

**PUBLIC COMMENTS ON C.1 BALLOT RESULTS MEASURE B RENEWAL:** Vice-President Mayo opened public input and the following people addressed the Board:

1. David Elsebusch expressed his concern with a cost escalator in the Resolution and was unhappy that public comments weren't taken prior to Agenda Item C.1.
2. Jeff Driver stated he was involved in the first Measure B and felt the McKinleyville citizens spoke volumes in their support.

Vice-President Mayo closed public input.

**MOTION:** It was moved to approve the reformation of Measure B Assessment District and Resolution 2011-06, declaring the results of the property owner ballot proceedings and Resolution 2011-07 confirming the engineer's report for formation of Measure B maintenance assessment District-renewal for Parks, Open Space and Recreational Facilities and the assessment connected therewith; and ordering the levy and collection of assessments for fiscal year 2011/2012. Motion by Director Wennerholm; second by Director Couch.

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

**MOTION SUMMARY:** Motion Passed-4 AYES; 0 NAYS

**AGENDA ITEM D-ADJOURNMENT:** With all business complete Vice-President Mayo adjourned the meeting at 1:10PM.

Respectfully Submitted;

Sharon L. Denison,  
Board Secretary

# **McKinleyville Community Services District**

## **BOARD OF DIRECTORS**

April 20, 2011

TYPE OF ITEM: **INFORMATIONAL**

---

**ITEM: E.1. MCS D Celebrates its 41<sup>st</sup> birthday!**

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

**TYPE OF ACTION: None**

**Recommendation:**

Staff has prepared a brief powerpoint presentation that outlines milestones and achievements of the District, along with some photos.

**Discussion:**

The District was formed on April 7, 1970. Since the District's formation it has made many accomplishments and staff wanted to share some of these with the Board and members of the public.

**Alternatives:**

Take Action

**Fiscal Analysis:**

Not applicable

**Environmental Requirements:**

Not applicable

**Exhibits/Attachments**

- None

# **McKinleyville Community Services District**

## **BOARD OF DIRECTORS**

April 20, 2011

TYPE OF ITEM: **ACTION**

---

**ITEM: E.2. Consider appointing a new member to the Recreation Advisory Committee**

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

**TYPE OF ACTION: Voice Vote**

### **Recommendation:**

Staff recommends that the Board consider appointing Larry Hourany as an "Alternate Member" to the Recreation Advisory Committee.

### **Discussion:**

Staff has posted sufficient notice through local media and at District facilities of a vacancy for the Recreation Advisory Committee. The vacancy is for an Alternate Member. Alternate members have the ability to substitute as a voting member if any other members of the Committee are absent during a meeting.

I have received a letter of interest from Larry Hourany, who would like to serve on the Recreation Advisory Committee.

Larry has served on several committees in Humboldt County and is interested in promoting recreation activities by serving on the committee.

### **Alternatives:**

Staff's analysis includes the following potential alternative:

- Take no action

### **Fiscal Analysis:**

Not applicable

### **Environmental Requirements:**

Not applicable

### **Exhibits/Attachments**

- Letter of interest

February 27, 5011

RECEIVED

FEB 28 2011

McK. P. & R.

Jason Sehon  
Recreation Director  
PO Box 2037  
Mck. CA, 95519

Re: Position on the Recreation Advisory Committee

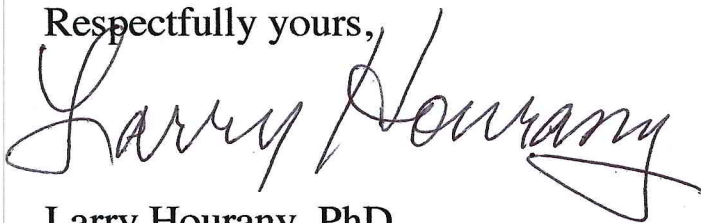
Dear Jason:

I am interested in contributing to the work of the Advisory Committee. I have been very active on as many as nine committees in Humboldt. I have cut back and am presently on just a few committees.

I have been active in getting several committees up and running. Five years ago I was one of the people promoting a play group for McKinleyville, and am pleased that this has transpired. This is the kind of activity I hope we would continue to promote.

Thanking you in advance for your consideration, I am

Respectfully yours,

A handwritten signature in dark ink, appearing to read "Larry Hourany". The signature is fluid and cursive, with a large, sweeping "L" and a stylized "H".

Larry Hourany, PhD  
1998 Ocean Drive  
McK. CA, 95519  
707 839 5014

# McKinleyville Community Services District

## BOARD OF DIRECTORS

April 20, 2011

TYPE OF ITEM: **ACTION**

---

**ITEM: E.3.** Determine if the MCSD Board desires to place on a future agenda an item for the reconsideration of the previous MCSD Board decision approving the Beau Pre Height Development Project for 80 units.

**PRESENTED BY:** Norman Shopay

**TYPE OF ACTION:** Voice Vote

### **Recommendation:**

Staff recommends that that MCSD Board consider and affirm the previous September 20, 2006 Board decision to “reject the proposal for 208-274 units and limit development to 80 units”

Staff does not recommend this item be scheduled for a future MCSD Board meeting for additional consideration.

### **Discussion:**

The previous Board of Directors has been on record stating the District will not commit to serving above 80 units as stated in the McKinleyville Community Plan element adopted by the Humboldt County Board of Supervisors in November 2002.

The item was brought before the MCSD Board on September 20, 2006 (Item E4 – Discuss Beau Pre Heights subdivision project and conditions for approval). After a brief discussion it was moved by Director Dunk and seconded by Director Corbett to reject the proposal for 208-274 units and limit development to 80 units.

The Humboldt County planning Commission in March, 2011 differed action on the 80 unit development and requested that Danco go back to MCSD.

Representatives from Danco are prepared to provide a summary of the action taken by the Humboldt County Planning Commission and project highlights to date.

### **Alternatives:**

Staff’s analysis includes the following potential alternative:

- Place the item on a future Board meeting for consideration

**Fiscal Analysis:**

Not applicable at this time

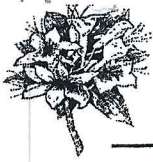
**Environmental Requirements:**

Not applicable

**Exhibits/Attachments**

- Selected historical document and MCSD Board minutes





## *McKinleyville Community Services District*

1656 Sutter Road P. O. Box 2037 McKinleyville, CA 95519  
(707)839-3251 fax: (707)839-8456 e-mail: mcsd@mckinleyvillecsd.com

---

August 24, 2006

The Danco Group  
5251 Ericson Way  
Arcata, CA 95521

Subject: Beau Pre Heights APN 510-001-15, 510-001-017, 510-161-004, 511-111-059; 208 to 274 units. Application No. 4291, Case No. GPP-06-01

We have received a brief conceptual plan from the County Planning Department. The District requires two full sets of engineered plans and details of the subdivision to comment. Currently, there are no water or sewer mains to serve this proposed subdivision. A water system will need to be constructed above the reservoir site on Norton Road. The developer has also expressed interest in water and sewer main extensions from the Murray Road area. We need to see the engineering plans on a proposed water system above our reservoir site, complete with pump station and reservoir.

The sewer system will need to be extended from the Murray Road area to serve the subdivision. The development plans will need to show plan and profiles of the size and distances of the proposed sewer mains, flows, peaking factors, lateral locations and necessary easements.

**The MCSD Board of Directors is on record stating the District will not commit to serving above 80 units as stated in the McKinleyville Community Plan element adopted by the Board of Supervisors in November of 2002.** The District is concerned of the impact on the collection system and the wastewater treatment facility with a 300% increase in density as proposed in the subdivision. Additionally, second units (mother-in-law units) will allow the density to increase to over 400 units. That density is 500% of the General Plan density and cannot be served by the current sewer collection system. The Developer will need to engineer the needed improvements and propose the necessary upgrades to accommodate such a development. The Danco Group will be responsible for all costs of engineering and development.

The Developer will need to submit a petition to the Board of Directors for consideration of any development plans exceeding the 80 units as currently stated in MCP.

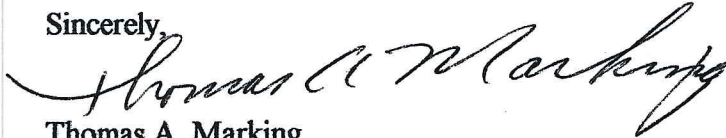
Once the project is defined and approved by District Staff a facilities extension application will be presented to the Board of Directors for consideration. Upon approval



of the application to the District Board of Directors to extend water, sewer and install streetlights, a Main Extension Agreement will be signed with the Developer. Deposits will be due for plan check and inspection of the facilities upon submittal of two sets of full plans. As-Built plans are to be provided after construction.

All facilities must be constructed to District standards. The standards can be purchased from the District for a nominal sum. The District cannot intelligently comment on the proposed subdivision until we receive plans of the proposed water and sewer system. Upon receipt of full plans we reserve the right to make further comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas A. Marking". The signature is fluid and cursive, with a large, stylized initial 'T'.

Thomas A. Marking  
General Manager

Cc: file  
Board of Directors



September 7, 2007

County of Humboldt  
Planning Department  
3015 H Street  
Eureka, CA 95501

Subject: Beau Pre Heights APN 510-001-15, 510-001-017, 510-161-004, 511-111-059;  
80 units. Application No. 4291, Case No. GPP-06-01


Attn: Michael Wheeler

Danco requested the McKinleyville Community Services District take action at a Board Meeting to agree to accept the water tank site, pipeline easements and open space zone within the proposed subdivision. This item was presented at the July 18, 2007 meeting and the following action was taken by the Board of Directors:

1. To accept the tank site and easement dedications upon completion and acceptance of the project.
2. To accept the wetland and parkland dedication upon completion and acceptance of the project.
3. Condition acceptance of staff's approval that all facilities meet District specifications and all project costs and assessments are paid.
4. The project engineer will prepare a detailed engineers report that will define the wetland area assessment zone to be formed as a Prop 218 Assessment Zone.
5. The 80-unit project will be designated as an "Improvement Zone" for the purpose of paying a surcharge on power costs to pump water to this elevated water system.

At the completion of the project, when all conditions are met and constructed to District specifications, the District has indicated a willingness to accept the dedications from Danco for the tank site, easements and wetland area.

Respectfully,

  
Thomas A. Marking  
General Manager

Cc: file  
Board of Directors  
Mike Nelson, Danco

**AGENDA ITEM E8-DISCUSS BEAU PRE HEIGHTS SUBDIVISION PROJECT FOR OFF-SITE WATER TANK AND OPEN SPACE DEDICATION:** Manager Marking reported that Danco has proposed an 80 parcel subdivision east of the golf course and adjacent to Murray Road. He explained that in order for them to obtain sufficient water pressure they needed to develop a water site and extend a pipeline down Murray hill to the property. He added that they were asking the District to consider acceptance of the tank site and improvements and a wetland area surrounded by trails, benches and interpretative signage. He then reviewed staff's recommendations of three conditions of acceptance of the tank site and improvements and the wetland and parkland area. *There was a brief Board discussion for clarification and it was moved by Director Corbett and seconded by Director Wennerholm to agree to:*

1. *Accept the tank site and easement dedications upon completion and acceptance of the project.*
2. *Accept the wetland and parkland upon completion and acceptance of the project.*
3. *Condition acceptance on staff's approval of all facilities, costs and assessments associated with the project as detailed by an approved engineer in a Prop 218 Assessment zone.*

President Reid opened public input and the following people addressed the Board:

1. Michael Nelson from Danco gave a brief update on the project and answered Board questions and concerns.
2. David Elsebusch expressed concern with the District's acceptance of facilities related to a gated community.
3. Penny Elsebusch expressed concern with the proposed wetland and drainage swales and runoff. She asked if the tank could be made larger and used as a reserve tank for the District.
4. Michael Nelson responded to public comments and concerns.

President Reid closed public input. Manager Marking reported that staff had specifically asked about the site for future District use. *The motion carried unanimously by voice vote.*

**AGENDA ITEM F-REPORTS:**

**F1a-Support Services Department:** Business Manager Harding apologized for his late report and briefly reviewed the highlights from the FY07 financial report.

**F1b-Operations Department:** Operations Director Orsini was absent.

**F1c-Parks and Recreation Department:** Parks and Recreation Department Director Sehon had nothing to add.

**F1d-General Manager:** General Manager Marking had nothing to add.

**F2a-RAC:** Director Dunk reported that the next meeting was scheduled for Tuesday, July 24<sup>th</sup>.

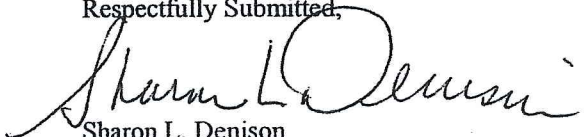
**F2b-RREDC:** President Reid reported he had not attended a meeting.

**F2c-McK Senior Center:** Director Wennerholm reported the seniors had not met.

**F3-Announcements From Directors On Topics Of Interest:** Director Corbett requested staff to calendar an agenda item within 60 days after HBMWD issues their report on fluoridation. He also requested the chairman of the Fluoridation Committee continue to gather information and to develop a memo to go out to the committee members, the Board and the General Manager on that progress.

**AGENDA ITEM G-ADJOURNMENT:** With all business complete President Reid adjourned the meeting at 10:40pm.

Respectfully Submitted,

  
Sharon L. Denison  
Board Secretary



**MINUTES OF THE REGULAR MEETING OF THE MCKINLEYVILLE COMMUNITY  
SERVICES DISTRICT BOARD OF DIRECTORS HELD ON WEDNESDAY, SEPTEMBER 20, 2006  
AT AZALEA HALL, 1620 PICKETT ROAD, MCKINLEYVILLE**

**AGENDA ITEM A-CALL TO ORDER, FLAG SALUTE AND ROLL CALL:** At 7:00pm President Trepanier called the meeting to order and asked Director Reid to lead the pledge of allegiance. Directors Dunk and Wennerholm were present and Director Corbett was absent.

**AGENDA ITEM B1-APPROVE COLLECTION OF FY 06/07 MEASURE B ASSESSMENTS:** Business Manager Harding reported that this Measure passed in 1992 and was for a twenty-year term for the purpose of development and maintenance of public recreation facilities, including the Activity Center, Azalea Hall and Hiller Sports Complex. He added that in January the Board initiated proceedings to collect the assessment and in June adopted a resolution of intent to collect the assessments totaling \$192,608. He explained that the assessment would end in FY2011/2012 and that at that time the Board may need to consider an additional assessment to continue to cover operations and maintenance of existing facilities. Director Dunk asked for clarification of the total number of assessments and some of the dates as listed in the Engineer's Report. President Trepanier opened the public hearing and closed with no comments received. It was moved by Director Dunk and seconded by Director Wennerholm to adopt **Resolution 2006-19** adopting the engineer's report, ordering improvements and levying FY06/07 Measure B Assessments. The motion carried unanimously by roll call vote.

**AGENDA ITEM B2-FIRST READING OF ORDINANCE 2006-2: POLICY REGARDING ACCEPTANCE OF STORM WATER RETENTION FACILITIES:** Director Dunk recused himself, declaring a conflict of interest, as he may be an owner of a lot in a subdivision with stormwater facilities. He left the room for the duration of discussion. Manager Marking reported that in accordance with Board direction, staff modified the existing detention basin and drainage policy to allow acceptance of non-recreational detention basins. He briefly reviewed the amendments proposed and the process and timeline for the policy change. As there were no Board questions President Trepanier opened public input and the following people addressed the Board:

1. David Elsebusch was adamant that this was a bad idea and offered no support.
2. Penny Elsebusch asked if existing basins would be eligible to apply with this proposed change.
3. Dave Couch supported the concept but expressed concern with the District assuming stormwater powers without formal adoption and concern with the detention basin construction requirements.

President Trepanier closed public input and asked Manager Marking to respond to the concerns expressed. After a brief discussion it was moved by Director Wennerholm and seconded by Director Reid to approve the first reading of **Ordinance 2006-2** as written for inclusion in the District Rules and Regulations. The motion carried unanimously 3-0.

At this time Director Dunk returned to the podium.

**AGENDA ITEM C-ORAL AND WRITTEN COMMUNICATIONS:** President Trepanier opened public input and the following people addressed the Board:

1. Daniel Pierce, resident of 1830 B Ave., expressed concern with drainage problems he felt were caused by recent development near his property.
2. David Elsebusch felt the District has opened a "kettle of worms" with the drainage ordinance and suggested we help Mr. Pierce with his drainage problems. He reported that the redevelopment plan had been shot down and the agency was being disbanded.
3. Jeff Lytle felt the County should address the issue of drainage problems occurring from the county right of way to private property and felt the ordinance language should address ambiguity.
4. Adrienne Floreen, 2133 1st St., expressed concern with the Habitat for Humanity development in her neighborhood.

President Trepanier closed public input.

**AGENDA ITEM D-CONSENT CALENDAR:**

1. Accept Minutes to August Regular Meeting
2. Accept August Treasurer's Report
3. Approve Lawrence Subdivision Water and Sewer Main Extension Application
4. Approve Turner Subdivision Water and Sewer Main Extension Application
5. Approve Landis Subdivision Water and Sewer Main Extension Application
6. Approve Airport Ramp Expansion Project Water Main Extension Application



Director Reid requested item #6 be pulled from the calendar for additional discussion. President Trepanier opened and closed public input with no comments received. It was moved by Director Wennerholm and seconded by Director Dunk to approve items 1-5 on the consent calendar. The motion carried unanimously 4-0 by voice vote.

**Consent Calendar Item D6-Approve Airport Ramp Extension Project Water Main Extension Application:** Director Reid asked for clarification on the proposed sewer line extension and location of existing services. Manager Marking briefly reviewed the proposal and answered his questions. President Trepanier opened and closed public input with no comments received. It was moved by Director Reid and seconded by Director Wennerholm to approve consent calendar item #6. The motion carried unanimously by voice vote of 4-0.

**AGENDA ITEM E1-CONSIDER CELL TOWER AGREEMENT WITH PWM, INC. AT COCHRAN TANK SITE:** Manager Marking reported that this item was continued from the May Board meeting and as per Board direction the Ad Hoc Cell Tower Committee met with PWM Inc. and MCSD legal counsel to work out the terms of the agreement. He explained that it was determined that CEQA analysis would not be required at this time and that the draft final contract was forwarded to PWM for their review. He added that due to a computer crash at PWM this morning, this would need to be delayed until next month. President Trepanier opened public comments and Adrienne Floreen expressed concern with the proposed placement of the tower and the risk to the health of residents and future liability.

**AGENDA ITEM E2-CONSIDER DISASTER MITIGATION ACT PARTNERSHIP WITH HUMBOLDT COUNTY:** Manager Marking reported that local governments in Humboldt County will be eligible to qualify for disaster funds only if they form a Hazard Mitigation Partnership Agreement. He explained that Humboldt County would be the lead agency and they required a Resolution of Intent to develop the required plan and become a partner to comply with the Disaster Mitigation Act. Director Reid had a question about some of the requirements in the Planning Partner Expectation document. After a brief discussion President Trepanier opened public input and Pat Higgins addressed the Board to support the partnership. President Trepanier closed public comment. *(At this point, at 7:57pm Director Corbett arrived at the meeting).* It was moved by Director Dunk and seconded by Director Wennerholm to approve **Resolution 2006-17** in support of the local Disaster Mitigation Partnership Plan. The motion carried 5-0 by roll call vote.

**AGENDA ITEM E3-DISCUSS MUNICIPAL ADVISORY COMMITTEE LETTER FROM HUMBOLDT COUNTY:** Manager Marking reported that at last month's meeting, the Board directed staff to request funding from the Community Development Services Humboldt County for the MAC in accordance with the McKinleyville Community Plan. He explained that staff received a response from Kirk Girard with direction to make application to LAFCO for the latent power to finance and serve as Municipal Advisory Council. He explained that this would be a standing committee of the Board of Supervisors and that Kirk Gothier of LAFCO was sending information to staff regarding MAC authorities and the application process if required. Director Corbett reported that he has a meeting scheduled for Oct. 20<sup>th</sup> at 1:30pm with Supervisor Geist and Kirk Girard to seek clarification regarding the acceptable use of funds and the range of possibilities for the powers and procedures of the MAC. Director Wennerholm felt that at this time the committee needs to consider everything available through SB135. Director Dunk felt the committee needed to determine specifically what the public desires and the costs involved providing the service. After a brief discussion President Trepanier opened public input and the following people addressed the Board.

1. Denis Mayo expressed concern with the County telling us what to do and felt the District needed to "take the bull by the horns" and consider all options.
2. Diane Ryerson asked whether MCSD assuming planning powers with the MAC would entitle us to representation on HCOAG.
3. Pat Higgins expressed concern with the amount of money paid to the County in relation to the amount given back to the community, feeling it was taxation without representation, and concern with deferred maintenance, traffic patterns and planning issues.

President Trepanier closed public input. Director Corbett reported that the Government Services Committee would be meeting again tomorrow Oct. 21<sup>st</sup> at 6:30pm for additional discussion and planning and would be reporting back to the Board on progress made. After much discussion it was ~~consensus to direct staff to take no action at this time and to schedule this for a report and update at the next Board meeting.~~

**AGENDA ITEM E4-DISCUSS BEAU PRE HEIGHTS SUBDIVISION PROJECT AND CONDITIONS FOR APPROVAL:** Manager Marking reported that this project has come before the Board in the past in various forms. He explained that the current owners and developers have submitted a petition to the planning department for a change of density to allow up to 274 units on the parcel. He noted that the parcel's zoning designation in the General Plan and the



McKinleyville Community plan allows for up to 80 units and that staff was concerned with the impact the density of this project would have on District facilities. He reiterated that the Board went on record earlier this year to not commit to serving over 80 units as stated in the McKinleyville Community Plan element adopted by the Board of Supervisors in 2002. He also expressed serious concern that approval of this development on the southern end of the expansion zone would open the door to requests for service from the Dows Prairie area. Manager Marking briefly reviewed this latest request and the upgrades to the infrastructure that would probably be needed to accommodate the development proposal. He stated that staff supported the project, but not the location, and felt that the County housing element was the drive behind the proposal. Director Corbett stated that at the time of Kirk Girard's presentation to the Board earlier this year he was appointed as liaison between the Board and County, but that he has not heard from the County in this regard. He expressed concern with this proposal for capacity use and wondered whether any element of the General Plan was intact. Director Dunk expressed concern with the proposal and worried "should we" do this as opposed to "can we" do this. President Trepanier asked Mike Nelson, representing Danco Builders, whether he would like to address the Board. Mr. Nelson gave a brief overview of the project and clarified a few points of concern the Board discussed. He explained that the higher density was being considered to meet State demands for density and affordable housing and he felt this would be the best thing for the community. He reported that this project was on the Board of Supervisor's October 3<sup>rd</sup> agenda and that their staff was recommending approval of the findings to support the project. President Trepanier thanked Mr. Nelson for his comments and then opened public input, asking those wishing to speak to line up at the podium and limit their comments to 3 minutes. The following people addressed the Board:

1. Denis Mayo supported Danco Builders but felt they would have a battle to get this project approved by the public. He supported 80 units with septic tanks and a more rural lifestyle.
2. Jeff Lytle felt the current zoning was a product of the McKinleyville Plan and that although he supports property rights, he was concerned with capacity loss if the project is approved.
3. Ron Coffman expressed concern with the impact to Norton Road and felt the County and District should stick to the McKinleyville Plan.
4. Oliver Pedro felt the McKinleyville plan was made by and for the people of McKinleyville and he did not support this proposed project. He felt it would be "opening a can of worms" in regards to the Dows Prairie area.
5. Jason Garlick, representing Fieldbrook residents, reported that "horror and nightmare" were the best words to describe their reaction to the project and asked the Board not to support a big fat sewer line to the top of the ridge.
6. Pat Higgins did not support the high density and expressed concern with sewer and street capacity if allowed. He felt the McKinleyville Plan should be honored as the will of the people.
7. Penny Elsebusch supported 80 units with septic tanks and did not support higher density.
8. Dave Couch, 25-year resident, expressed concern with plant capacity problems that could be caused by the impact and the cost inequity for new development as opposed to those who paid for the initial sewer bond.
9. Mark Lovelace, Healthy Humboldt Coalition, supported the increase in the number of affordable housing for those who live and work in Humboldt County.
10. David Elsebusch was concerned with the District acting as a planning commission and confused about MCSD's role in land planning.
11. Diane Ryerson commended Danco on their plan and supported this kind of future development.
12. Mike Nelson clarified that the proposed 274 units would be phased in over a ten-year period and would not include secondary units.

President Trepanier closed public input. After a brief discussion it was moved by Director Dunk and seconded by Director Corbett to reject the proposal for 208-274 units and limit development to 80 units. The motion carried unanimously by voice vote.

**AGENDA ITEM E5-CONSIDER A VEHICLE DAMAGE CLAIM:** Manager Marking briefly reviewed a vehicle damage claim received from Ms. Bryan. He explained that it was staff's opinion that this window breakage was not caused by the District and not the District's responsibility, adding that the claim was for window replacement cost of \$272.48. As there were no Board questions President Trepanier opened public input and Ms. Bryan, owner of the vehicle, addressed the Board and said she was disappointed that staff was recommending denial of the claim. She felt the basis for denial was incorrect and offered her point of view on what may have happened. President Trepanier closed public input. The Board looked at photos of the damage and there was a brief discussion. It was moved by Director Corbett and seconded by Director Wennerholm to deny the claim for \$272.48. The motion carried 3-2, with Directors Dunk & Trepanier dissenting.

**AGENDA ITEM E6-ACCEPT ODOR EASEMENT FOR THE GLENN FORD AND SONS LOGGING PARCEL:** Manager Marking briefly reviewed the County requirement to provide an odor easement to MCSD as a condition of a lot split. There was a brief Board discussion and President Trepanier opened and closed public input with no comments received. It was moved by Director Corbett and seconded by Director Reid to approve **Resolution 2006-18** to accept a grant of easement from Glenn Ford and Sons Logging to MCSD as required by Humboldt County Ordinance No. 2011. The motion carried unanimously by roll call vote.

**AGENDA ITEM F-REPORTS:**

**F1a-Support Services Dept.:** Business Manager Harding had nothing to add to his written report.

**F1b-Operations Department:** Operations Director Orsini had nothing to add to his written report.

**F1c-Park & Recreation Department:** Park Director Sehon was absent.

**F1d-General Manager:** Manager Marking had nothing to add to his written report.

**F2a-RAC:** Director Dunk had nothing to report.

**F2b-RREDC:** Director Reid reported a meeting was scheduled for Monday September 25<sup>th</sup>.

**F2c-McK Senior Center:** Director Wennerholm reported that the Senior Center Board had not met.


**F2d-School Rd. Bluff AdHoc Committee:** Director Reid had nothing to report.

**F2e-Government Services Committee:** Director Corbett reported that a meeting is scheduled for Thursday, Sept. 21<sup>st</sup> at 6:30pm.

**F3-Announcements From Directors On Topics of Interest:** Director Reid announced that he attended the HBMWD 50<sup>th</sup> anniversary celebration and that they presented an appreciation plaque to MCSD. He presented the plaque to President Trepanier on behalf of the District.

**AGENDA ITEM G-ADJOURNMENT:** With all business complete President Trepanier adjourned the meeting at 10:38pm.

Respectfully Submitted,



Sharon L. Denison  
Board Secretary



# **McKinleyville Community Services District**

## **BOARD OF DIRECTORS**

April 20, 2011

TYPE OF ITEM: **ACTION**

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**ITEM: E.4. Discuss concept of having the Humboldt County Board of Supervisors indorse/reform/agree/continue the McKinleyville Advisory Committee (MAC)**

**PRESENTED BY: Norman Shopay / Ryan Sundberg, 5<sup>th</sup> District Supervisor**

**TYPE OF ACTION: Voice Vote**

### **Recommendation:**

Consider supporting the initial concept of participating in the MAC. However, postpone a final decision until a later date when more information can be brought back to the MCSD Board by the County when more detail and a draft Charter can be prepared by the County that includes the proposed boundary area. When a draft Charter has been prepared the MCSD Board can review at that time.

### **Discussion:**

The County has expressed an interest in the concept of potentially indorsing/reforming/agreeing/or continuing the McKinleyville Advisory Committee (MAC) in order to provide a forum for the discussion and communication of issues relevant to McKinleyville and for the purpose of potentially revising and updating the McKinleyville Area Plan for incorporation into the General Plan update.

The role, structure, organization, specifics, authority, and how members of the MAC would be appointed is not clear at this time. It also is not clear if this would be a general Municipal Advisory Committee (Entire County) or if it would be a specific McKinleyville Advisory Committee.

The first step in the process would be to create a Charter. After the Charter is approved, appointment of community members can occur.

Staff's concern regarding this approach is that MCSD will have significant reduced impact and control over any outcome and decisions. While MCSD can participate in various meetings with County staff, there would seem to be limited accountability by County staff since this would only be an advisory body providing input and suggestions. While this may give the appearance of the county listening to MCSD issues and concerns, there will be no actual requirements for the County to act on any specific issue, concern, desire, suggestion from MCSD. While staff agrees that meeting with County staff on a regular basis is important, we do not desire an approach to be a diversion



for McKinleyville to have real and meaningful input and a voting seat at the table or create another layer of meetings where we do not actually have any decision making authority.

Ryan Sundberg, 5<sup>th</sup> District Supervisor is present this evening and would like to address the MCSD Board and provide some additional information and suggestions regarding the concept of the MAC.

**Alternatives:**

Staff's analysis includes the following potential alternative:

- Take no action

**Fiscal Analysis:**

Not applicable at this time. Will evaluate in conjunction with review of a draft Charter

**Environmental Requirements:**

Not applicable

**Exhibits/Attachments**

- None

## **McKinleyville Community Services District**

### **BOARD OF DIRECTORS**

April 20, 2011

TYPE OF ITEM: **ACTION**

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**ITEM: E.5**                      **Discuss temporarily postponing appointing community members to the MCSD Area Planning Commission Formation Committee (APCFC)**

**PRESENTED BY:**              **Norman Shopay**

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

**Recommendation:**

**Appoint two (2) Board members to serve on the APCFC and defer appointments of community members to a later time.**

**Discussion:**

Previously the MCSD Board approved the concept of creating a committee reporting back to the MCSD Board of Directors to continue the evaluation of MCSD assuming some portion of planning powers from Humboldt County.

The MCSD Area Planning Commission Formation Committee (APCFC) was to consist of two (2) Board members appointed by the Board President and up to seven (7) public members (one appointed by each of the 5 (five) Board Member and 2 public members approved by a vote of the Board of Directors.

The committee was to initially review SB 135 and become familiar with its provisions, become familiar with the Humboldt County General Plan update, and the RHNA allocation numbers and to focus on providing recommendations to the MCSD Board of Directors for some initial objectives as presented at the previous Board meeting.

Based on the Boards decision regarding Item E.2 on this evening's agenda, the Board may wish to consider temporarily postponing appointing community members to the APCFC.

Staff's recommendation is to NOT abandon the entire concept of the APCFC as it is not known if the organization and actual function of the MAC will be in the best interest of MCSD and the community.

Staff recommends forming the APCFC and only appointing two (2) Board members at this time. The committee will work on the initial concepts of the APCFC and report back to the Board.

**Alternatives:**

Take No Action and appoint Board members and community members to the APCFC

**Fiscal Analysis:**

The committee will review and consider a cost analysis as the process advances.

**Environmental Requirements:**

Not applicable

**Exhibits/Attachments**

- None

# **McKinleyville Community Services District**

## **BOARD OF DIRECTORS**

April 20, 2011

TYPE OF ITEM: **ACTION**

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**ITEM: E.6**                      **Discussion regarding potential talking points the Board would like to request that Humboldt County Planning Department discuss at a future MCSD Board meeting or meetings**

**PRESENTED BY:**              **Norman Shopay**

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

### **Recommendation:**

**Determine specific items that the MCSD Board would like to be presented at a future MCSD Board meeting by Kirk Girard or a representative of his staff. Staff will prepare an e-mail to the County that forwards the information from the Board**

### **Discussion:**

Kirk Girard, Humboldt County Planning Director has offered to provide a presentation to the MCSD Board at a future Board meeting on the County General Plan update, the housing element, or other items that the MCSD Board may desire additional information.

During the last Board meeting the Board desired to have an open discussion of the items and topics that the Board desired to have Mr. Girard to address,

This agenda item was added to allow the Board to have an open discussion of the potential topics and forward the information to the County

### **Alternatives:**

Staff's analysis includes 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**

April 20, 2011

TYPE OF ITEM: **ACTION**

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**ITEM: E.7**                      **Discussion regarding potential talking points the Board would like to request that the California Department of Housing and Community Development to discuss at near future MCSD Board meeting**

**PRESENTED BY:**              **Norman Shopay**

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

**Recommendation:**

**Determine specific items that the MCSD Board would like to be presented at a future MCSD Board meeting by Paul McDougal or a representative of his staff. Staff will prepare a e-mail to the California Department of Housing and Community Development that forwards the information from the Board.**

**Discussion:**

Staff contacted Mr. Paul McDougal, California Department of Housing and Community Development (CDHCD) and he has indicated that he or a member of staff would be interested in providing a presentation to the MCSD Board at a future Board meeting on the County General Plan update, the housing element, or other items that the MCSD Board may desire additional information.

This agenda item was added to allow the Board to have an open discussion of the potential topics and forward the information to the CDHCD.

Providing suggested topic items to CDHCD will enable them to focus on points that are relevant to MCSD.

**Alternatives:**

Staff's analysis includes 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**

April 20, 2011

TYPE OF ITEM: **ACTION**

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**ITEM: E.8.**                      **Consider amending budget authority and authorization of early payment of the final payment obligation to WestAmerica Bancorp.**

**PRESENTED BY:**              **Steven Edmiston, Finance Director**

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

### **Recommendation:**

Staff recommends that the board amend the FY-11 budget authority to allow the final payment of the obligation to WestAmerica Bancorp in advance of the end FY-11 (June 30, 2011).

### **Discussion:**

The final payment on the WestAmerica Bancorp obligation is due on August 1, 2011, in the amount of \$167,823.77 (including \$2,886.40 of interest). The interest rate on the obligation is 3.5%. The purpose of the prepayment is to include the final payment on this obligation as part of the current year's debt service budget activity. This would allow for a more transparent accounting of the recently passed Measure B Assessment funds as they pertain to going-forward activities.

### **Alternatives:**

Staff's analysis includes the following potential alternative:

- Take no action

### **Fiscal Analysis:**

General Fund reserves from prior year operating surpluses are able to cover the final payment of this obligation.

### **Environmental Requirements:**

Not applicable

### **Exhibits/Attachments**

- None

# **McKinleyville Community Services District**

## **BOARD OF DIRECTORS**

April 20, 2011

TYPE OF ITEM: **INFORMATIONAL**

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**ITEM: E.9.**                      **Discussion of the Draft Water and Sewer Enterprise Fund budgets for the fiscal year ending June 30, 2012.**

**PRESENTED BY:**              **Steven Edmiston, Finance Director  
Greg Orsini, Operations Director**

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

**Recommendation:**

Information and discussion only.

**Discussion:**

Attached is the Water and Sewer Enterprise Funds draft budget for the fiscal year ending June 30, 2012. These budgets are based on costs and estimates known at this time. As more accurate costs become known these budgets will be adjusted accordingly. A final budget for FY-12 will be brought before the Board at the regularly scheduled meeting on May 18, 2011.

**Alternatives:**

Take Action.

**Fiscal Analysis:**

See attached schedules.

**Environmental Requirements:**

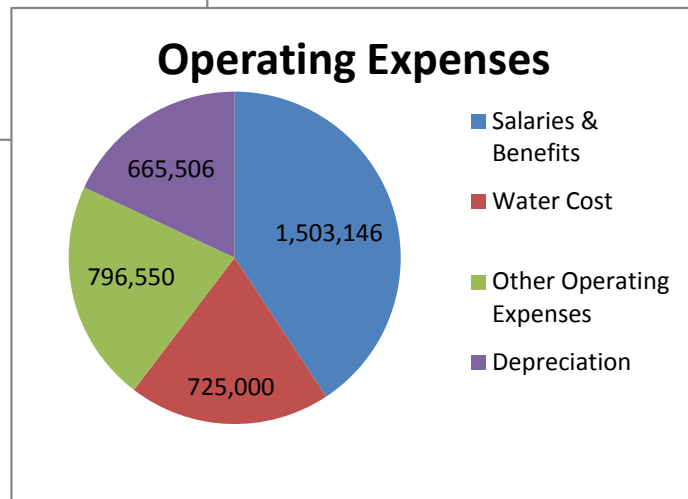
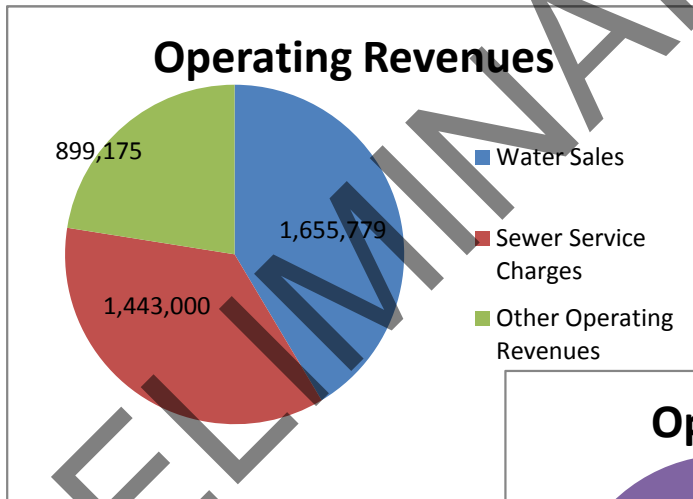
Not applicable

**Exhibits/Attachments**

- Water and Sewer Enterprise Funds Preliminary Draft Summary Budget
- Water and Sewer Enterprise Funds Preliminary Draft Line-Item Budget

**McKinleyville Community Services District**  
**Enterprise Funds Preliminary Draft Summary Budget**  
**for the fiscal year ending June 30, 2012**

Description	Water Fund		Sewer Fund		Enterprise Funds Total	
<b>Operating Revenues</b>						
Water Sales	1,655,779	84%	-	-	1,655,779	41%
Sewer Service Charges	-	-	1,443,000	71%	1,443,000	36%
Other Operating Revenues	304,920	16%	594,255	29%	899,175	22%
<b>Total Operating Revenue</b>	<b>1,960,699</b>	<b>100%</b>	<b>2,037,255</b>	<b>100%</b>	<b>3,997,954</b>	<b>100%</b>
<b>Operating Expenses</b>						
Salaries & Benefits	751,573	37%	751,573	46%	1,503,146	41%
Water Cost	725,000	35%	-	-	725,000	20%
Other Operating Expenses	330,775	16%	465,775	29%	796,550	22%
Depreciation	250,000	12%	415,506	25%	665,506	18%
<b>Total Operating Expenses</b>	<b>2,057,348</b>	<b>100%</b>	<b>1,632,854</b>	<b>100%</b>	<b>3,690,202</b>	<b>100%</b>
<b>Net Operating Income</b>	<b>(96,649)</b>		<b>404,401</b>		<b>307,752</b>	
Interest Income	35,000		45,000		80,000	
Interest Expense	(88,726)		(59,286)		(148,012)	
<b>Net Income</b>	<b>(150,375)</b>		<b>390,115</b>		<b>239,740</b>	





**McKinleyville Community Services District**  
**Enterprise Funds Preliminary Draft Line-Item Budget**  
**for the fiscal year ending June 30, 2012**

<b>A/C#</b>	<b>Description</b>	<b>Water Fund</b>	<b>Sewer Fund</b>	<b>Enterprise Fund Total</b>
<b>Revenues</b>				
40000	WATER BASE CHARGE	640,000	-	640,000
40001	METERED WATER SALES	1,015,779	-	1,015,779
40002	SEWER SERVICE CHARGES	-	1,443,000	1,443,000
40010	STORM WATER FEE	-	300	300
41001	NEW SERVICE FEES	14,000	30,000	44,000
41020	SERVICE INSTALLATION FEES	3,000	5,050	8,050
41040	PLAN CHECK FEES	-	9,000	9,000
42001	INSPECTION FEES	3,000	-	3,000
42010	CONNECTION FEES	175,000	500,000	675,000
42020	PROCESSING FEES	17,000	-	17,000
42030	BAD CHECK FEES	360	280	640
42040	RECONNECTION FEES	15,345	-	15,345
42050	DCV INSPECTION	20,615	-	20,615
43190	RECOVERY OF BAD DEBTS	14,200	14,200	28,400
43195	CELL TOWER LEASE REVENUE	22,000	3,500	25,500
43197	OTHER OPERATING REVENUE	3,600	18,125	21,725
43198	PROPERTY LEASE REVENUE	2,600	-	2,600
43199	PAVING FEES	600	-	600
46000	AFTER HOURS CHARGES	600	-	600
50001	INTEREST REVENUE	35,000	45,000	80,000
50005	LATE CHARGES	13,000	13,800	26,800
<b>Total Revenues</b>		<b>1,995,699</b>	<b>2,082,255</b>	<b>4,077,954</b>
<b>Expenditures</b>				
61999	PAYROLL AND RELATED EXPENDITURES	751,573	751,573	1,503,146
62001	WATER PURCHASED	725,000	-	725,000
62005	REPAIRS & MAINTENANCE	38,000	56,000	94,000
62010	EQUIPMENT MAINTENANCE CONTRTACTS	11,000	9,000	20,000
62015	GAS & ELECTRIC	56,125	88,000	144,125
62016	TRASH SERVICE	2,040	2,500	4,540
62017	GENERATOR FUEL	2,460	6,500	8,960
62020	TELEPHONE	3,000	2,922	5,922
62025	TELEMETRY	2,800	2,753	5,553
62030	LAB TESTS	5,600	70,000	75,600
62035	GAS/OIL/LUBE	13,500	15,000	28,500
62037	VEHICLE REPAIRS	4,500	4,000	8,500
62038	HEAVY EQUIPMENT REPAIR	4,000	4,000	8,000
62040	SMALL TOOL PURCHASES	2,500	2,500	5,000
62044	EMERGENCY RESPONSE TRAINING	1,500	1,500	3,000
62045	TAXES & ASSESSEMENTS	8,000	18,500	26,500
62050	OFFICE SUPPLIES	12,000	12,500	24,500
62051	ADVERTISING/MARKETING	250	250	500
62052	PRINTING	750	750	1,500
62055	OFFICE EQUIPMENT MAINTENANCE	-	500	500
62057	UNIFORMS	600	600	1,200
62059	EQUIPMENT LEASE	3,500	3,500	7,000
62060	POSTAGE	9,000	11,000	20,000

**McKinleyville Community Services District**  
**Enterprise Funds Preliminary Draft Line-Item Budget**  
**for the fiscal year ending June 30, 2012**

<b>A/C#</b>	<b>Description</b>	<b>Water Fund</b>	<b>Sewer Fund</b>	<b>Enterprise Fund Total</b>
62061	PUBLIC RECORDS ACT COST	5,000	5,000	10,000
62065	GENERAL INSURANCE	25,000	25,000	50,000
62070	AUDIT	5,000	5,000	10,000
62075	ENGINEERING	15,000	15,000	30,000
62080	LEGAL	9,500	11,200	20,700
62090	TRAVEL/MEALS	4,500	5,800	10,300
62095	PROFESSIONAL DUES & SUBSCRIPTIONS	10,850	7,200	18,050
62100	SAFETY TRAINING & EQUIPMENT	5,000	4,500	9,500
62115	BAD DEBTS	4,500	-	4,500
62120	CUSTOMER ADJUSTMENTS	12,500	-	12,500
62125	FINES & PENALTIES	-	30,000	30,000
62126	RESPONSE TO REGULATORY AGENCY	2,000	2,000	4,000
62130	DEPRECIATION	250,000	408,000	658,000
62131	AMORTIZATION	-	7,506	7,506
62135	DIRECTORS FEES	2,800	2,800	5,600
62140	PAGING/ALARMS	1,400	1,800	3,200
62150	OTHER PRO. FEES	30,000	20,000	50,000
62155	TRAINING & CERTIFICATIONS	4,500	4,300	8,800
62160	NON PROFESSIONAL SERVICES	1,600	4,400	6,000
62165	ELECTIONS	8,000	8,000	16,000
63043	PLANNING POWERS	2,500	1,500	4,000
64001	INTEREST EXPENSE	88,726	59,286	148,012
<b>Total Expenditures</b>		<b>2,146,074</b>	<b>1,692,140</b>	<b>3,838,214</b>
<b>Excess (deficit) of revenues over expenditures</b>		<b>(150,375)</b>	<b>390,115</b>	<b>239,740</b>

# **McKinleyville Community Services District**

## **BOARD OF DIRECTORS**

April 20, 2011

TYPE OF ITEM: **ACTION**

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**ITEM: E.10**                      **Adopt Resolution of Support to Nominate J. Bruce Rupp to the ACWA/HBA Board of Directors**

**PRESENTED BY:**              **Norman Shopay**

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

### **Recommendation:**

Staff recommends that the Board consider adopting Resolution 2011-08 in support of the nomination of J. Bruce Rupp to the Association of California Water Agencies Health Benefits Authority (ACWA HBA) Board of Directors.

### **Discussion:**

Staff has received a request from Humboldt Bay Municipal Water District asking for the District's support of the nomination of Mr. Rupp to the ACWA HBA Board of Directors. Their letter stated "Mr. Rupp has a keen interest in health care issues which combined with his professional experience would make him an ideal choice to serve on the ACWA HBA Board of Directors. The HBMWD can attest to his dedication and foresight". A copy of this letter is attached.

### **Alternatives:**

Staff's analysis includes the following potential alternative:

- Take no action

### **Fiscal Analysis:**

Not applicable

### **Environmental Requirements:**

Not applicable

### **Exhibits/Attachments**

- Exhibit 1-HBMWD letter of request
- Exhibit 2-Resolution 2011-08



## HUMBOLDT BAY MUNICIPAL WATER DISTRICT

828 SEVENTH STREET, PO BOX 95 • EUREKA, CALIFORNIA 95502

OFFICE 707-443-5018 ESSEX 707-822-2918

FAX 707-443-5731 707-822-8245

EMAIL [OFFICE@HBMWD.COM](mailto:OFFICE@HBMWD.COM)

### BOARD OF DIRECTORS

KAITLIN SOPOCI-BELKNAP, PRESIDENT

ALDARON LAIRD, VICE-PRESIDENT

BARBARA HECATHORN, SECRETARY-TREASURER

BRUCE RUPP, DIRECTOR

SHERI WOO, DIRECTOR

April 1, 2011

RECEIVED

APR 04 2011

McK. C.S.D.

### GENERAL MANAGER

CAROL RISCHÉ

Steve Davidsen, General Manager  
Humboldt Community Services  
District  
P.O. Box 158  
Cutten, CA 95534

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

David Hull, CEO  
Humboldt Bay Harbor Recreation  
& Conservation District  
P.O. Box 1030  
Eureka CA 95502-1030

RE: Nomination of J. Bruce Rupp to the ACWA HBA Board of Directors

The Board of Directors of the Humboldt Bay Municipal Water District (HBMWD) is pleased to nominate and support J. Bruce Rupp for the open position on the Association of California Water Agencies Health Benefits Authority (ACWA HBA) Board of Directors.

Mr. Rupp has been a member of the HBMWD Board of Directors since 1995. In that time he has served as Vice-President and multiple times as President of the Board of Directors. He is a board member of the Redwood Region Economic Development Commission and is currently serving on the ACWA HBA Health Benefits Program Committee. Previously, he has served as Director of Community Projects for the City of Fremont, Personnel Director and City Manager for the City of Alameda, and Chief Administrative Officer for Humboldt County. Mr. Rupp has extensive experience in program development and management, land use development and planning, public financing of real estate projects and budget experience with annual budgets up to \$100,000,000.

Mr. Rupp has a keen interest in health care issues which combined with his professional experience would make him an ideal choice to serve on the ACWA HBA Board of Directors. The HBMWD Board can attest to his dedication and foresight.

You'll find enclosed with this letter a sample of a Resolution Concurring in the Nomination of J. Bruce Rupp to the Board of Directors of the Association of California Water Agencies Health Benefits Authority. Please consider supporting Mr. Rupp's candidacy by approving a concurring resolution on his behalf and sending certified copies of it no later than May 4, 2011 to:

Humboldt Bay Municipal Water District

P.O. Box 95

Eureka, CA 95502

Or Fax to:

707-443-5731

An electronic version of the sample resolution will be emailed to you.

The HBMWD Board of Directors appreciates your consideration of this request and enthusiastically encourages your support of Mr. Rupp.

Sincerely,

A handwritten signature in black ink, appearing to read "Kaitlin Sopoci-Belknap".

Kaitlin Sopoci-Belknap  
President, Board of Directors  
Humboldt Bay Municipal Water District

Enclosures

**RESOLUTION 2011-08 CONCURRING IN NOMINATION OF J. BRUCE RUPP TO THE BOARD OF  
DIRECTORS OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES HEALTH BENEFIT  
AUTHORITY**

**WHEREAS**, the McKinleyville Community Services District is a member District of the Association of California Water Agencies Health Benefit Authority (ACWA HBA); and,

**WHEREAS**, the Bylaws of the ACWA HBA provide that in order for a nomination to be made to ACWA HBA's Board of Directors, three member Districts must concur with the nominating District; and,

**WHEREAS**, another ACWA HBA Member District, the Humboldt Bay Municipal Water District has requested McKinleyville Community Services District concur in its nomination of its member to the ACWA HBA Board of Directors.

**THEREFORE, BE IT RESOLVED**, by the Board of Directors of McKinleyville Community Services District that this Member District concurs with the nomination of J. Bruce Rupp of the Humboldt Bay Municipal Water District to the Board of Directors of the ACWA HBA.

**BE IT FURTHER RESOLVED**, that the District Secretary is hereby directed to transmit a certified copy of this Resolution to the ACWA HBA, forthwith.

**PASSED AND ADOPTED** at a Regular Meeting of the Board of Directors of the McKinleyville Community Services District this 20<sup>th</sup> day Of April 2011 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
**Dennis Mayo, Vice- President**

**Secretary's Certification**

I, Sharon L. Denison, Secretary of the Board of Directors of McKinleyville Community Services District, do hereby certify that the foregoing Resolution is a true and correct copy entered into the Minutes of the Regular Meeting of April 20, 2011 at which time a quorum was present, and no motion to amend or rescind the above Resolution was made.

\_\_\_\_\_  
Sharon L. Denison, Board Secretary

\_\_\_\_\_  
Date



# McKinleyville Community Services District

## BOARD OF DIRECTORS

April 20, 2011

TYPE OF ITEM: **ACTION**

---

**ITEM: E.11.**                      **Consider Approval of lowest, most responsive bid resulting from the RFP for the Emergency Water line in the Mad River Bridge and authorize expenditure of funds to complete project**

**PRESENTED BY:**                **Greg Orsini**

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

**Recommendation:**

Staff recommends that Board

1. Approve a total expenditure not to exceed \$246,073.00.
2. Enter into an agreement with Golden State Bridge to construct the Emergency Water Line Upgrade Project for a cost of \$128,703.00 for materials and installation
3. Approve up to \$95,000 for purchase of expansion couplings and precast pipe supports.
4. Approve a 10% project contingency amount up to \$22,370.00.

**Discussion:**

District staff has been working with CalTrans to incorporate a 12" ductile iron water main within the north bound span of Mad River Bridge project. The sole purpose of the line will be to act as an emergency main in case of a seismic or flood event disrupting our 18" water main beneath the river at Hunt's Drive. The existing 18" main is our only source of supply from HBMWD. The 12" bridge line would be capped off at both ends and would only be used if the main supply line were disrupted or damaged.

All state and costal environmental, county permitting have been fulfilled and CalTrans access requirements will be complete before the pipeline will need to be installed in the north bound span.

With the aid of the engineer that designed the pipeline, staff prepared an RFP and solicited bids for construction of the pipeline to District standards. Upon receipt of bids, and after review of the bids, staff is bringing a recommendation back to the board for approval and project award.

The bid deadline was April 8, 2011 and the bid opening was conducted at the District Office Conference Room with staff and all of the contractors that submitted bids in attendance. All bids were opened and the results are as follows, listed lowest to highest.

Ranking	Contractor	Total Base Bid Amount
1	Golden State Bridge	\$128,703.00
2	G& R Sundburg	\$173,900.00
3	Mercer Fraser	\$175,660.00
4	Wahlund	\$190,420.00

Due to the short amount of time between the bid opening and projected construction schedule, MCSD Staff will purchase the materials that will require greater than 4 weeks to acquire. This includes six flexible couplings and ninety-four precast concrete pipe supports.

The original engineer's estimate for the project was \$200,000.00 but that price was utilizing the expansion joint specified by CalTrans. After inquiries with several suppliers it was determine the amount of lateral movement in the original expansion joint might cause the pipe to uncouple. Since the pipe will be in an area that would make repair without removal of the bridge deck difficult and costly, Staff determined with the aid of the design engineer to use a superior flex coupling. The difference in the engineers estimate and the actual requested cost reflects the cost of the previously specified flex joint of \$33,600 and superior flex joint's \$80,000 cost accounting for the increase in the total project cost of \$246,073.00.

#### **Alternatives:**

Staff's analysis includes the following potential alternative:

- Take no action

#### **Fiscal Analysis:**

##### ***We will be covering 2 fiscal years***

Construction and Contractor Materials	\$128,703.00	
Materials Purchased by MCSD	\$95,000	estimate
Contingency	\$22,370	(10%)
Total Estimated Cost	\$246,073.00	

The FY-11 budget provides for \$200,000 in funding for this project and proposes \$100,000 for FY-12. The actual expenditures may not be exactly in line with the specific fiscal years as budgeted. Staff will return to the board with a report of actual costs along with a request to amend the respective budget authorities at such time as those costs by fiscal year become known.

#### **Environmental Requirements:**

Not applicable

#### **Exhibits/Attachments**

- Attachment A: Golden State Bridge Bid Packet
- Attachment B: Contract



PART III

PROPOSAL AND CONTRACT FORMS

G.S.B.

PART III  
PROPOSAL AND CONTRACT FORMS

BID FORM

TO: McKinleyville Community Services District  
1656 Sutter Road  
McKinleyville, CA 95519

The undersigned, having become completely familiar with all the conditions affecting the cost of the work at the place where the work is to be done, and with the plans, Caltrans bridge construction schedule, specifications, contract documents, and addenda thereto, prepared and issued therefore, hereby proposes and agrees to perform everything required to be performed and to provide and furnish any and all required labor, materials, tools, equipment, supervision, and all utility and transportation services necessary to complete in a workmanlike manner the:

**EMERGENCY WATERLINE – STATE HIGHWAY 101 AT THE MAD RIVER BRIDGE**

BASE BID:

For the following unit prices and or lump sums with the prices written in both words and figures:

ITEM NO.	CONSTRUCTION ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL ITEM PRICE
<b>PROJECT PAYMENT ITEMS</b>					
1	Mobilization and Demobilization	LS	1	1.00	1.00
2	Coordination With Others	LS	1	1.00	1.00
3	12-Inch Ductile Iron Pipe	LF	872	57.20	49,878.40
4	12-Inch Flexible Expansion Joint	EA	6	5,596.31	33,577.86
5	24-Inch Diameter Steel Casing	LF	98	173.66	17,018.68
6	Air-Vacuum Release Valve	EA	1	8,154.00	8,154.00
7	3'x3' Concrete Utility Vault	EA	2	9,285.54	18,571.08
8	Stormwater Pollution Control	LS	1	500.00	500.00
9	Sheeting, Shoring and Bracing	LS	1	1,000.00	1,000.00
<b>SUB-TOTAL PROJECT</b>			<b>128,702.02</b>		

**TOTAL BASE BID:** ONE HUNDRED TWENTY EIGHT THOUSAND SEVEN HUNDRED  
(in words) — AND TWO DOLLARS & TWO CENTS

\$ 128,702.02  
(in figures)

Where the "FIGURES" shown under "TOTAL BASE BID" disagree with the summation of the "TOTAL ITEM PRICES", the "TOTAL ITEM PRICES" shall govern.

Where the "FIGURES" shown under "TOTAL ITEM PRICES" disagree with the extension of the "UNIT PRICES", the "UNIT PRICES" shall govern.

In case of discrepancy between words and figures, the words shall prevail.

The above lump sum and unit prices shall include all labor, materials, equipment, mobilization, shoring, clean-up, supervision overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

The Owner intends to award the contract to the lowest qualified Bidder. Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding at Owner's sole option and discretion.

Bidder acknowledges receipt of the following Addendum:

ADDENDUM NUMBER

DATE

NONE

\_\_\_\_\_

The bidder agrees that this bid is good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure an advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of the Noncollusion Affidavit.

The undersigned is aware of California Business and Professions Code 7028.15(e) and hereby states that all representations made herein are made under penalty of perjury.

Respectfully submitted:

APRIL 8, 2011  
Date  
901 HOWE ROAD  
Address  
MARTINEZ, CA 94553  
(925) 372-8000  
Telephone Number

851187  
Contractor's License #

GOLDEN STATE BRIDGE, INC.  
Bidder's Name  
[Signature]  
Authorized Signature  
PRESIDENT  
Title  
CORPORATION  
Type of Organization  
(Individual Partnership, or Corporation)  
12-31-2012  
Date of License Expiration



### DESIGNATION OF SUBCONTRACTORS

The undersigned certifies that he/she has used the sub-bids of the following listed subcontractors in making up his/her bid, and that the subcontractors listed will be used for the work for which they bid, subject to the approval of the Engineer, and in accordance with the applicable provisions of these specifications and plans.

Item No.	Subcontractor	Address & Tel. No.	State License No.
----------	---------------	--------------------	-------------------

- NO SUBCONTRACTORS USED -

4-8-2011  
Date

GOLDEN STATE BRIDGE, INC  
Bidder's Name

901 HOWE RD  
MARTINEZ, CA 94553  
Address

Dail R...  
Authorized Signature

(925) 372-8000  
Telephone Number

CORPORATION  
Type of Organization  
(Individual, Partnership, or Corporation)

BID BOND - 10%

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned,  
GOLDEN STATE BRIDGE, INC., as Principal,  
and SAFECO INSURANCE COMPANY OF AMERICA, as Surety,  
are hereby held and firmly bound unto the McKinleyville Community Services District as  
Owner, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT BID  
of the payment of which, well and truly to be made, we hereby jointly and severally bind  
ourselves, successors, and assigns.

Signed, this 22nd day of MARCH, 20 11.

The Condition of the above obligation is such that whereas the Principal has submitted to the  
McKinleyville Community Services District a certain bid, attached hereto and hereby made a  
part hereof to enter into a contract in writing, for the construction of **EMERGENCY**  
**WATERLINE - STATE HIGHWAY 101 AT THE MAD RIVER BRIDGE.**

NOW, THEREFORE,

(a) If said bid shall be rejected, or

(b) If said bid shall be accepted and the Principal shall execute and deliver a contract  
in the Form of Contract attached hereto (properly completed in accordance with said  
Bid), and shall furnish a bond for his/her faithful performance of said contract, and shall  
in all other respects perform the agreement created by the acceptance of said bid, then  
this obligation shall be void; otherwise, the same shall remain in force and effect, it being  
expressly understood and agreed that the liability of the surety for any and all claims  
hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety  
and its bond shall be in no way impaired or affected by any extension of the time within which  
the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and  
such of them as are corporations have caused their corporate seals to be hereto affixed and these  
presents to be signed by their proper officers, the day and year first set forth above.

GOLDEN STATE BRIDGE, INC.

By: Daniel R. [Signature] - PRESIDENT, Principal

SAFECO INSURANCE COMPANY OF AMERICA, Surety

By: [Signature] M. MOODY, ATTORNEY-IN-FACT

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's  
most current list and be authorized to transact business in the State of California.

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN FRANCISCO

On MARCH 22, 2011  
Date

before me,

JANET C. ROJO, NOTARY PUBLIC

Here Insert Name and Title of the Officer

personally appeared

M. MOODY

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature

Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

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

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

**SAFECO INSURANCE COMPANY OF AMERICA  
SEATTLE, WASHINGTON  
POWER OF ATTORNEY**

**KNOW ALL PERSONS BY THESE PRESENTS:** That Safeco Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **JANET C. ROJO, SUSAN HECKER, BETTY L. TOLENTINO, M. MOODY, MAUREEN O'CONNELL, J. M. ALBADA, BRIAN F. COOPER, ROBERT WRIXON, VIRGINIA L. BLACK, ALL OF THE CITY OF SAN FRANCISCO, STATE OF CALIFORNIA**.....

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FOUR HUNDRED MILLION AND 00/100\*\*\* \*\*\*\*\* DOLLARS (\$ 400,000,000.00\*\*\*\*\* \*\*\*\*\*)** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Execution of Contracts: Section 12. Surety Bonds and Undertakings.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, Garnet W. Elliott, Assistant Secretary of Safeco Insurance Company of America, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Safeco Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 28th day of January, 2011.



**SAFECO INSURANCE COMPANY OF AMERICA**

By Garnet W. Elliott  
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 28th day of January, 2011, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Safeco Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Safeco Insurance Company of America thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires Mar. 28, 2013  
Member, Pennsylvania Association of Notaries

By Teresa Pastella  
Teresa Pastella, Notary Public

**CERTIFICATE**

I, the undersigned, Assistant Secretary of Safeco Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of Safeco Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Safeco Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 22nd day of MARCH, 2011.



By David M. Carey  
David M. Carey, Assistant Secretary



**AGREEMENT BETWEEN THE MCKINLEYVILLE  
COMMUNITY SERVICES DISTRICT AND GOLDEN STATE BRIDGE  
INC. PROVIDING FOR CONSTRUCTION SERVICES ASSOCIATED  
WITH *EMERGENCY WATER-LINE STATE HWY 101 AT THE MAD  
RIVER BRIDGE***

This AGREEMENT BETWEEN THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT AND GOLDEN STATE BRIDGE, INC. PROVIDING FOR CONSTRUCTION SERVICES ASSOCIATED WITH THE EMERGENCY WATER-LINE STATE HIGHWAY 101 AT THE MAD RIVER BRIDGE (this "Agreement"), is entered into as of April 21, 2011 (the "Effective Date"), between the McKinleyville Community Services District, a duly formed community services district pursuant to California Government Code § 6100, et seq. (hereinafter referred to as "District" or "MCSD"), and Golden State Bridge, Inc. (hereinafter "Contractor"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MCSD and Contractor agree as follows:

**AGREEMENT**

**1. Scope of Work**

Contractor shall furnish to the District, upon its request, the Work set forth in the "Scope of Work" (hereinafter "Work") described in "**Attachment A**", which is attached hereto and incorporated by reference. The Work shall be performed in accord with the "Plans, Specifications and Drawings", as further described in "**Attachment A**". Requests by the District to Contractor to perform under this Agreement will be made by the General Manager of the District, or an authorized representative thereof. Work provided at the District's request by Contractor under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state and county laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those to which reference is made in this Agreement.

**2. Term and Progress Schedule**

The term of this Agreement shall be from May, 2011, through December, 2011, unless sooner terminated as provided below. The Work shall be weather-tight by December, 2011, and completed within 244 days of the date following the District's provision of written Notice to Proceed to Contractor.

### **3. Standard of Care in Performing the Work**

Contractor represents and warrants to District each of the following:

(i) Contractor is knowledgeable and experienced in providing services comparable to the Work, and will maintain all necessary licensure pursuant to Section 7 of this Agreement when performing the Work;

(ii) The Work will be performed in a manner consistent with the level of care and skill ordinarily exercised by other professional contractors under similar circumstances in accordance with customarily accepted good and sound professional practices and procedures;

(iii) Contractor and its agents, subordinates, and employees and any subcontractors performing Work under this Agreement shall perform every part of the Work hereunder in strict accordance with this Agreement, applicable federal, state, county and municipal laws, orders, rules, regulations and directives, including, but not limited to, EPA and OSHA regulations, environmental, health and safety laws, and laws pertaining to wages and other conditions of employment, as further set forth in this Agreement;

(iv) Contractor shall be strictly responsible for the proper performance of the Work and for any loss or damage to the District or to others by reason of Contractor's failure to properly perform the Work;

(v) The Contractor has carefully examined the Specifications, Plans and Drawings, and such Specifications, Plans and Drawings set forth in Attachment A are full and complete, and are sufficient to have enabled the Contractor to determine the cost of the work therein in order to enter into this Agreement;

(vi) The Specifications, Plans and Drawings are sufficient to enable Contractor to construct the Work outlined therein in accordance with applicable laws, statutes, building codes and regulations, and otherwise to fulfill all Contractor's obligations hereunder; and

(vii) The Contractor has visited the site, examined all conditions affecting the Work, and is fully familiar with all of the conditions thereon and affecting the same.

#### **4. Contract Sum**

##### **A. Compensation and Progress Payments.**

The District shall pay Contractor the amounts recited and in accordance with the timing intervals set forth in the "Bid Schedule" (set forth in "**Attachment A**") for the Work described in "Scope of Work" (set forth in Attachment A) which are performed by Contractor at the District's request. The total project cost shall not exceed the total amount for the entirety of the Work set forth in the Bid Schedule, unless otherwise authorized by the District in writing prior to Contractor incurring additional expenses. Payment intervals shall be in accord with paragraph 4.E. of this Agreement, below.

##### **B. Travel and Per Diem.**

Unless otherwise agreed by the parties, Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing the Work requested by the District under this Agreement.

##### **C. No Additional Consideration.**

Except as expressly provided in paragraph 4.G. of this Agreement, below, Contractor shall not be entitled to, nor receive from the District, any additional consideration, compensation, salary, wages, or other type of remuneration in excess of the total amount set forth in the Bid Schedule set forth in Attachment A for services or work rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

##### **D. Limit Upon Amount Payable Under Agreement.**

The total sum of all payments made by the District to Contractor for the Work performed under this Agreement shall not exceed amounts specified in the Bid Schedule (set forth in Attachment A) and/or any authorized adjustments made consistent with the terms and conditions of this Agreement (hereinafter referred to as "Contract Limit") and the Public Contract Code. The District expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the Contract Limit.

#### **E. Billing and Payment.**

Contractor shall submit to the District, not more than once per month, an itemized statement of all the Work described in the Scope of Work, which were done at the District's request. The statement to be submitted will cover the period from the first day of the preceding month through and including the last day of the preceding month. All statements submitted in request for payment should identify the date on which the Work were performed and describe the nature of the Work which were performed on each day. Invoicing shall be informative and concise regarding work performed during that billing period. The District shall make payment to Contractor within thirty (30) days of receipt of an itemized statement, but shall retain ten percent (10%) of each such payment in accordance with Section 9203 of the Public Contract Code until the project is completed. Should Contractor produce incorrect invoices, the District shall withhold payment until corrected.

#### **F. Federal and State Taxes.**

(1) The District will not withhold any federal or state income taxes or social security from any payments made by the District to Contractor under the terms and conditions of this Agreement.

(2) The District shall withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).

(3) Except as set forth above, the District has no obligation to withhold any taxes or payments from sums paid by the District to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. The District has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by the District to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually by the District to the Internal Revenue Service and the California State Franchise Tax Board.

#### **G. Changes to Scope of the Work.**

If at any time during the progress of the Work the District desires to make any additions to, alterations of, deviations or omissions from the Work, District shall have the right to do so to the extent permitted by the California Public

Contract Code and the same shall in no way affect or make void this Agreement. No extra work shall be made except on the District's written request by change order ("Change Order"). All Change Orders will be in writing and signed by the District and the District's Engineer. Each Change Order shall identify the proposed change in the Work and will include a proposed basis for adjustment, if any, in the Bid Schedule. The District may prepare a Change Order without invalidating the Agreement, order changes in the Work within the general scope of the Agreement consisting of additions, deletions, or other revisions, with the Bid Schedule being adjusted accordingly. Any changes that decrease the cost of the Work shall be evaluated on a lump-sum basis and deducted from the sums set forth in the Bid Schedule set forth in Attachment A. Any extra Work that increases the cost of the Work shall at District's option be evaluated (i) on a lump-sum basis, the amount thereof to be agreed on in writing before execution of the Work or (ii) on the basis of "Actual Necessary Cost" (defined below), plus ten percent (10%).

"Actual Necessary Cost" shall be limited to:

- (i) expenditures for materials, supplies, and labor (including foremen's wages) furnished by Contractor;
- (ii) additional cost to Contractor for insurance required because of authorized changes; and
- (iii) an allowance based on current market rental prices for the use of vehicles and equipment. The "Actual Necessary Cost" shall not include any allowance for Contractor's office expense, general superintendent, or other overhead or general expense.

Contractor shall not be entitled to compensation for any extra Work unless the District has issued a written Change Order designating in advance the amount of additional compensation to be paid for the extra Work prior to Contractor incurring the expense or performing the extra Work.

## **5. Work Schedule**

Upon the issuance of a formal written "Notice to Proceed" from the District, Contractor's obligation is to perform, in a timely manner, the Work identified in the Scope of Work which are requested by the District. It is understood by Contractor that the performance of the Work will require a varied schedule. Contractor, in arranging its own schedule, will coordinate with the District to ensure that all Work requested by the District under this Agreement will be performed within the time frames set forth by the District in Attachment A.

Contractor shall endeavor to perform the Work during normal business hours in order to limit the impacts of construction traffic and noise on surrounding property owners.

## **6. Guaranties and Warranties**

### **A. Manufacturer's Specifications and Warranties—Assignment.**

The Contractor shall assemble for the District's Architect and/or Engineer's approval and transmittal to the District three (3) complete copies in looseleaf binders of all operating and maintenance data from all manufacturers whose equipment is installed in the Work. The Contractor shall also prepare a checklist or schedule showing the type of lubricant to be used at each point of application, the intervals between lubrication for each item of equipment, and the routine maintenance tasks necessary to maintain each item of equipment. In addition, the Contractor shall secure and deliver to the District written warranties and guaranties from subcontractors, sub-subcontractors and suppliers bearing the date of Substantial Completion or some other date as may be agreed to by the District and stating the period of warranty.

### **B. Contractor's Warranty.**

Contractor guarantees all equipment, material, supplies and Work furnished on the job against defective construction or workmanship for a period of one (1) year following recordation of a Notice of Completion on the Work for patent defects and for a period of ten (10) years following recordation of a Notice of Completion on the Work for latent defects, except when a longer guaranty is provided by the supplier or manufacturer of any equipment, material or supplies incorporated into the Work. Upon receipt of written notification from District that any Work is defective, Contractor shall immediately remedy, repair, or replace, without cost to District and to District's entire satisfaction, all such defective construction or workmanship. Contractor expressly agrees to act as coguarantor of any such equipment, material or supplies incorporated into the Work for the period during which any guaranty is effective. Contractor shall supply District with all warranty and guaranty documents relative to equipment and materials incorporated in the Work and guaranteed by the suppliers or manufacturers of such equipment and materials.

## **7. Required Licenses, Certificates and Permits**

Any licenses, certificates, or permits required by federal, state, county, or municipal governments for Contractor to provide the Work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement,



Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, contractor's licenses, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the District. Contractor will provide the District, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the Work identified in Attachment A. Where there is a dispute between Contractor and the District as to what licenses, certificates, and permits are required to perform the Work identified in Attachment A, District reserves the right to make such determination for purposes of this Agreement.

**8. Office Space, Supplies, Equipment, Etc.**

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, support services, and telephone service as is necessary for Contractor to provide the Work identified in Attachment A to this Agreement. The District is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. The costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

**9. District Property**

**A. Personal Property of District.**

Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, etc., provided to Contractor by the District pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the District. Contractor will use reasonable care to protect, safeguard, and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

**B. Products of Contractor's Work and Services.**

Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, films, audio-visual presentations, exhibits, reports, studies, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product or manifestation of, Contractor's services or work under this Agreement are, and at the termination of

this Agreement remain, the sole and exclusive property of the District. At the termination of the Agreement, Contractor will convey possession and title to all such properties to District.

#### **10. Workers' Compensation Insurance**

Contractor shall provide workers' compensation insurance coverage, in the legally required amount, for all Contractor's employees utilized in providing Work pursuant to this Agreement. By executing a copy of this Agreement, Contractor acknowledges its obligations and responsibilities to its employees under the California Labor Code, and warrants that Contractor has complied and will comply during the term of this Agreement with all provisions of the California Labor Code with regard to its employees. Contractor, at the time of execution of this Agreement, will provide the District with evidence of the required workers' compensation insurance coverage.

#### **11. Public Work**

##### **A. Determination.**

The Work to be provided by Contractor under this Agreement constitute a Public Work within the meaning of California Labor Code Sections 1720 and 1720.3. Accordingly, and as required by Section 1771 of the California Labor Code, Contractor and any subcontractor under him, shall pay not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holiday and overtime work, to all workers employed in the execution of those Work described in Attachment A of this Agreement.

##### **B. Prevailing Wage Rate.**

The general prevailing rate of per diem wages applicable to each class of worker employed in the execution of the Work that constitute a Public Work described in this Agreement has been determined by the Director of the California Department of Industrial Relations (hereinafter referred to as "Director"). Copies of the Director's determination are on file at the McKinleyville Community Services District office, located at 1656 Sutter Road, McKinleyville, California, and are available to any interested party upon request.



**C. Apprentices.**

Pursuant to Section 1777.5 of the California Labor Code, properly registered apprentices performing services and work that constitute a Public Work, if any, shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered.

**D. Penalty for Non-Payment of Prevailing Wages.**

Pursuant to Section 1775 of the California Labor Code, Contractor, and any subcontractor under him, shall as a penalty to the District, forfeit not more than fifty dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the general rate of per diem wages for the performance of services and work that constitute a Public Work, as determined by the Director of Industrial Relations, for the work or craft for which the worker is employed in the performance of the Work provided under this Agreement that constitute a Public Work, except as provided by subdivision (b) of Section 1775, of the California Labor Code. California Labor Code Section 1775 is incorporated herein by this reference, and a copy of that section is attached to this Agreement as a part of Attachment B.

**E. Payroll Records.**

Pursuant to Section 1776 of the California Labor Code, Contractor, and any subcontractor under him, shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the performance of the Work requested by the District, as described in the Scope of Work of this Agreement.

**F. Inspection of Payroll Records.**

Contractor, and any subcontractor under him, shall comply with each of the additional requirements set forth in California Labor Code Section 1776, regarding: (1) the form of records; (2) the provision of records upon request to the District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the California Department of Industrial Relations; and, (3) the inspection of records by the public.

#### **G. Posting of Prevailing Wages at Job Sites.**

Pursuant to California Labor Code Section 1773.2, Contractor shall post at each job site in connection with this Agreement a copy of the Director's determination of the general prevailing rate of per diem wages for each classification of work required in the execution of the Work described in Attachment A of this Agreement that constitute a Public Work.

#### **H. Hours.**

Pursuant to Section 1810 of the California Labor Code, the time of services of any worker employed by Contractor, or by any subcontractor under him, in the performance of the Work described in the Scope of Work of this Agreement that constitute a Public Work, is limited and restricted to eight hours during any one calendar day, and 40 hours during any one calendar week, except as otherwise provided by the California Labor Code.

#### **I. Overtime.**

Pursuant to California Labor Code Section 1815, the performance of the Work, as described in the Scope of Work of this Agreement that constitute a Public Work, by employees of Contractor, or employees of any subcontractor under him, in excess of eight hours per calendar day at not less than one and one-half (1 ½ ) times the basic rate of pay.

#### **J. Records of Hours.**

Contractor, and any subcontractors under him, shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the performance of the Work requested by the District, as described in the Scope of Work of this Agreement. The record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Standards Enforcement as required by Labor Code Section 1812.

#### **K. Penalty for Violation of Work Hours.**

Pursuant to California Labor Section 1813, Contractor, and any subcontractors under him, shall, as a penalty to the District, forfeit twenty-five dollars (\$25.00) for each worker employed by the respective contractor or subcontractor in the execution of the Work requested by the District that constitute a Public Work, as described in the Scope of Work of this Agreement, for each calendar day during which the worker is required or permitted to work

more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the California Labor Code

## **12. Insurance**

### **A. General Liability.**

Contractor shall procure, and maintain during the entire term of this Agreement, a policy of general liability insurance which covers all the Work to be performed by Contractor under this Agreement. Such policy shall have a per occurrence combined single limit coverage of not less than one million dollars (\$1,000,000). Such policy shall not exclude or except from coverage any of the Work required to be performed by Contractor under this Agreement. The required policy of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this Agreement, Contractor shall provide the District: 1) a certificate of insurance documenting evidence of the required coverage; 2) an additional insured endorsement applying to the McKinleyville Community Services District, its agents, officers and employees; and, 3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days' written notice to the District.

### **B. Business Vehicle.**

Contractor shall procure and maintain in force throughout the duration of this Agreement, a business auto liability insurance policy with minimum coverage levels of one million dollars (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all Contractor-owned, non-owned, and hired vehicles employed by the Contractor in the performance of the Work requested by the District, as described in the Scope of Work (Attachment A). A certificate of insurance shall be provided to the District by Contractor prior to commencing any work under this Agreement. The policy shall maintain a provision prohibiting the cancellation or modification of said policy except upon thirty (30) days' written notice to the District.

### **C. Deductibles and Self-Insured Retentions.**

Any deductibles or self-insured retentions shall be declared by Contractor and must be approved by the District prior to Contractor commencing the Work requested by the District under this Agreement. If possible, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, its officials, officers, employees, and volunteers, or Contractor shall

provide evidence satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**D. Subcontractors.**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein for Contractor.

**E. Unemployment, Disability, and Liability Insurance.**

Contractor shall maintain, if so required by law, unemployment, disability and liability insurance in an amount to be determined by the State which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Contractor in performing work associated with this Agreement.

**13. Bonds**

Contractor shall furnish and maintain a performance bond in an amount equal to one hundred percent (100%) of the Contract Limit. Contractor shall also furnish and maintain a labor and materials payment bond in the amount equal to one hundred percent (100%) of the Contract Limit. The bonds shall comply with the requirements of California Civil Code Section 3248 and must be issued by an "Admitted Surety Insurer." For purposes of this Agreement, an Admitted Surety Insurer means a corporate insurer or inter-insurance exchange to which the California State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the California Insurance Code. Bonds shall be in a form acceptable to the McKinleyville Community Services District Counsel. The Attorney-in-Fact (resident agent) who executes the bonds on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge this Power of Attorney as of the date of the execution of the surety bond that it covers. If any surety becomes unacceptable to the District or fails to furnish reports as to its financial condition as requested by the District, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the District and of persons supplying labor or materials in the prosecution of the work contemplated by this Agreement.

#### **14. Status of Contractor**

Contractor, its agents, officers, employees, and subcontractors shall constitute independent contractors, and not agents, officers, or employees of the District. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, the District, except as expressly provided by law or set forth in Attachment A of this Agreement. No agent, officer, or employee of the District is to be considered an employee of Contractor. It is understood by both Contractor and the District that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

As an independent contractor, Contractor: (1) shall determine the method, details, and means of performing the Work to be provided by Contractor under this Agreement (unless otherwise specified herein); (2) shall be responsible to the District only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall be not be subjected to the District's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement; and (3) Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of District.

#### **15. Defense and Indemnification**

Contractor shall defend, indemnify, and hold harmless the District, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, employees, or subcontractors. Contractor's obligation to defend, indemnify, and hold the District, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other cost which is caused in whole or in part by any act or omission of Contractor, its agents, employees, suppliers, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable. Contractor's obligation to defend, indemnify, and hold the District, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

## **16. Records and Audit**

### **A. Records.**

Contractor shall prepare and maintain all records required by the various provisions of this Agreement, and federal, state, county, and municipal law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, micrographs, or other authentic reproduction of such records.

### **B. Inspections and Audits.**

Any authorized representative of the District shall have access to any books, documents, papers, and records, including, but not limited to, financial records of Contractor, which the District determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, the District has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

## **17. Non-Discrimination**

During the performance of this Agreement, Contractor, its agents, officers, employees, and subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, ancestry, national origin, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, employees, and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

## **18. District Termination and Cancellation Rights**

This Agreement may be canceled by the District without cause, and at will, for any reason by giving to Contractor 30 days' written notice ("Termination Notice") of such intent to cancel. Upon receipt of Termination Notice, Contractor shall stop all performance under this Agreement except as directed by the



District. In the event of any such cancellation, Contractor shall be entitled to compensation for all work performed prior to receipt of the Termination Notice as well as work performed after receipt of the Termination Notice and prior to expiration of the thirty (30) day notice period to the extent such post-notice work was performed at the direction of the District, assuming all of said work falls within the Scope of the Work commissioned by the District.

## **19. Assignment**

This is an agreement for the services of Contractor. The District has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the District. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of the District.

## **20. Default**

If Contractor abandons the Work, or fails to proceed with the Work requested by the District in a timely manner, or fails in any way as required to conduct the Work as required by this Agreement, the District may declare Contractor in default and terminate this Agreement upon five (5) days' written notice to Contractor. Contractor shall be liable to the District for all additional costs and expenses incurred by the District in finishing the Work as well as any damages incurred as a result of Contractor's default, which at the option of the District may be charged against any amounts due from the District to Contractor hereunder. Upon such termination by default, District will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed through the date of termination assuming said work falls within the Scope of the Work commissioned by the District, less any offsets the District is entitled under this Agreement. This Section 20 is not intended to constitute and shall not constitute a limitation on any damages the District may seek in the event of Contractor's default.

## **21. Waiver of Default**

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph 28 below.

## **22. Confidentiality**

Contractor agrees to comply with various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing the Work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such privileged, restricted or confidential information and records. Disclosure of such information or records shall be made by Contractor only with the express written consent of the District.

## **23. Conflicts**

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Work under this Agreement. Contractor agrees to complete and file a conflict of interest statement.

## **24. Post-Agreement Confidences**

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the District in the course of providing the Work under this Agreement, for any personal benefit, gain, or enhancement.

## **25. Severability**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or local statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

## **26. Funding Limitations**

The ability of the District to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, the District has the option to terminate, reduce, or modify this Agreement, or any of its terms, within ten (10) days of its notifying Contractor of the termination, reduction, or modification of available funding, except, however, the District can not reduce Contractor's right(s) to recover payments due for work performed prior to the notification. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements (except the requirement of mutual consent) of paragraph 28 below.



**27. Venue**

This Agreement shall be governed under the laws of the State of California and venue for any litigation under this Agreement shall be the county of Humboldt, State of California.

**28. Amendment**

This Agreement may be extended, modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form, signed by authorized representatives of the parties, in full compliance with the Public Contract Code, and attached to the original Agreement to maintain continuity.

**29. Notice**

Any notice, communication, amendments, additions, deletions to this Agreement, including change of address of either party during the term of this Agreement, shall be in writing and may be personally serviced, or sent by prepaid first class mail to the respective parties as follows:

**McKinleyville Community Services District:**

Attention: Norman Shopay, General Manager  
1656 Sutter Rd.  
McKinleyville, CA 95519  
Phone: (707) 839-3251  
Fax: (707) 839-8456

**Contractor:**

Golden State Bridge, Inc.  
901 Howe Road  
Martinez, Ca. 94553  
Phone:  
Fax:

**30. Entire Agreement**

This Agreement, along with Attachments A, contain the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term of provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

**Signatures**

**MCKINLEYVILLE COMMUNITY SERVICES DISTRICT**

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

Name: Dennis Mayo

Title: Vice President, MCSD Board of Directors

Date: \_\_\_\_\_

**GOLDEN STATE BRIDGE, INC.**

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# McKinleyville Community Services District

## BOARD OF DIRECTORS

April 20, 2011

TYPE OF ITEM: **Informational**

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**ITEM: E.12                      CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

**PRESENTED BY:                Norman Shopay / Greg Orsini**

**TYPE OF ACTION:              None prior to closed session**

**Recommendation:**

Adjourn to closed session to discuss the matter.

**Discussion:**

The Property is approximately 1892' x 172' covering 7.5 acres and runs north and south between the Fischer Ranch and Fischer Road having a common southern border with the District Ranch. There is a 1,544 sq. ft. house and 3,080sq. ft. barn on the agriculturally zoned property.

The acquisition of the property would assist in maintaining a buffer zone to the adjacent District property and assist in maintaining setbacks during reclaimed water irrigation.

Mr. Lourenco and his son approached the District and desired to sell this property to MCSD.

Staff obtained a revised appraisal for the property. Staff also had various inspections conducted on the property.

The appraisal and the inspection reports have been forwarded to Mr. Lourenco.

Staff has been in discussions with Mr. Lourenco

**Alternatives:**

Staff's analysis includes the following potential alternative:

- Take no action

**Fiscal Analysis:**

Not applicable at this time

**Environmental Requirements:**

None

**Exhibits/Attachments**

None

## **McKINLEYVILLE COMMUNITY SERVICES DISTRICT**

Monthly Report

April 20, 2011

**AGENDA ITEM:** F.2.a.  
**PRESENTED TO:** MCSD Board of Directors  
**FROM:** Steven Edmiston, Finance Director  
**SUBJECT:** Monthly Report

### **INFRASTRUCTURE BANK FINANCING APPROVED**

The Board of Directors of the California Infrastructure and Economic Development Bank (IBank) approved the District for a \$1 million loan to finance the Ramey Pump Station Upgrade project. The General Manager attended the Board meeting on March 1, and met with the program managers after their meeting. Loan documents and additional resolutions should be have been promised by the May, 2011, MCSD Board meeting.

### **WATER AND SEWER BUDGET**

Revenues for water sales for the month of March continue to be below expectations for the sixth consecutive month by \$21,200, resulting in a fiscal year to date negative budget variance of \$283,858 (19.04%). An adjustment to the District's water rate structure is necessary as this trend continues. The graphs on the following pages (reprinted from this month's Treasurer's Report) indicate a trend toward lower water usage as compared with the two most recent fiscal years. Net Operating Income for the District's water and sewer enterprise funds is below budget by \$139,827.

### **PARKS AND RECREATION BUDGET**

Secured property tax and Measure B assessments are collected by the County Treasurer-Tax Collector in December and April of each year and deposited to the District's Trust account. Secured property tax collections in the amount of \$252,722, and Measure B assessments in the amount of \$118,487, were collected and deposited during December, 2010. The aggregate collections were within 1.15% of expectations. The balance of Secured property tax and Measure B assessments will be collected in April, 2011, and reported on at the May, 2011 regular meeting.

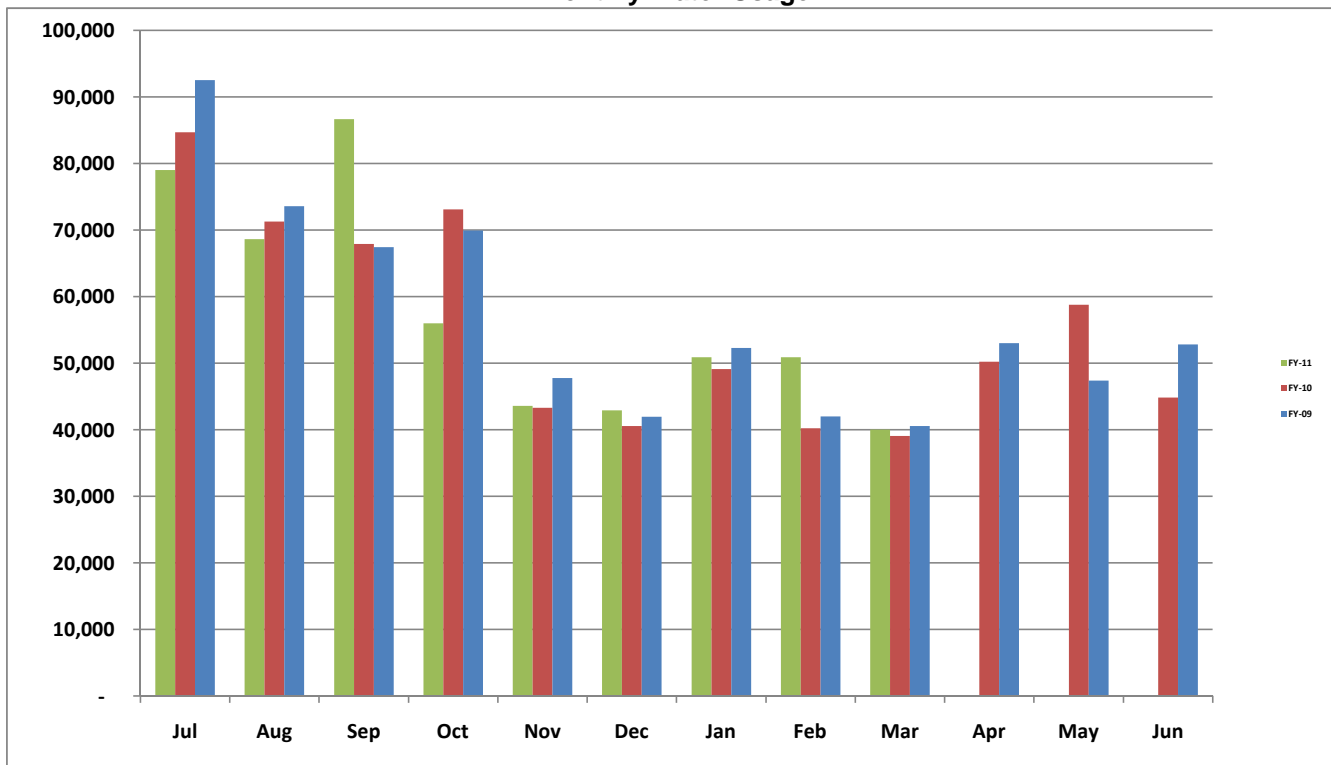
The annual interest and principal debt service payment for the General Fund was disbursed in advance of the August 1 due date in order to avoid delinquent payment penalties. An interest payment on this obligation was disbursed in February.

### **COST OF PUBLIC INFORMATION REQUESTS AND CORRESPONDENCE**

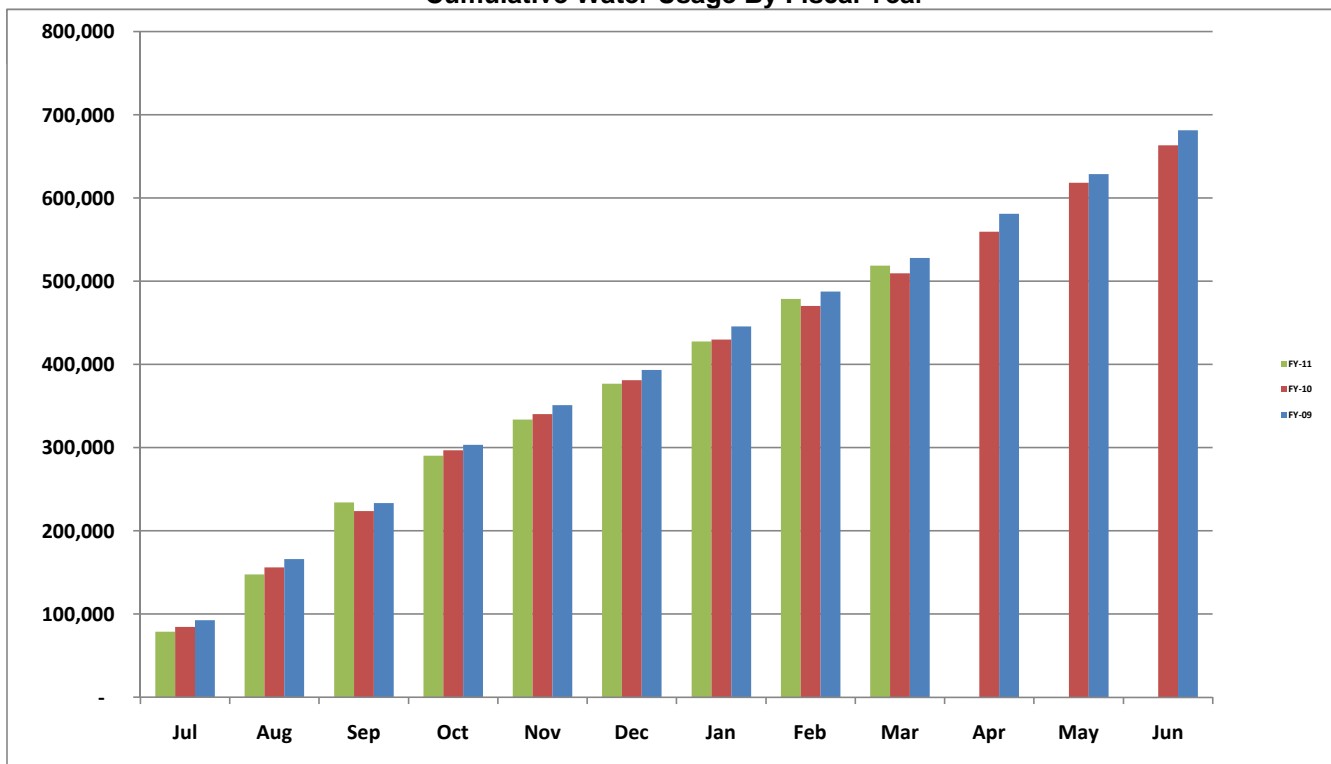
The District received numerous correspondences from the public during March, 2011. The cost to the District for this is \$1,330.20 for March, 2011; bringing the total cost for FY-11 to \$17,915.87. Staff hours for this totaled 16 hours in February, 2011, bringing the total to 194.85 hours for FY-11.

# McKinleyville Community Services District Analysis of Water Volume Usage by Fiscal Year

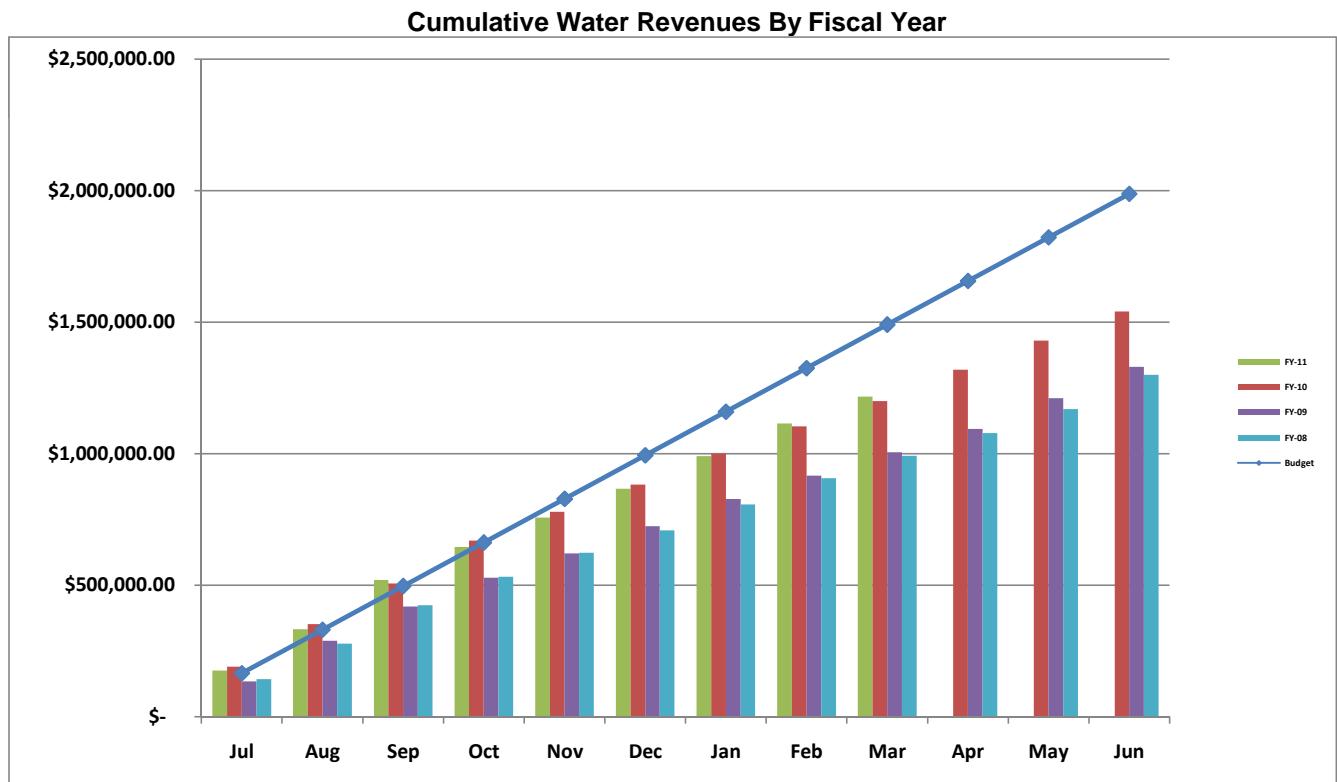
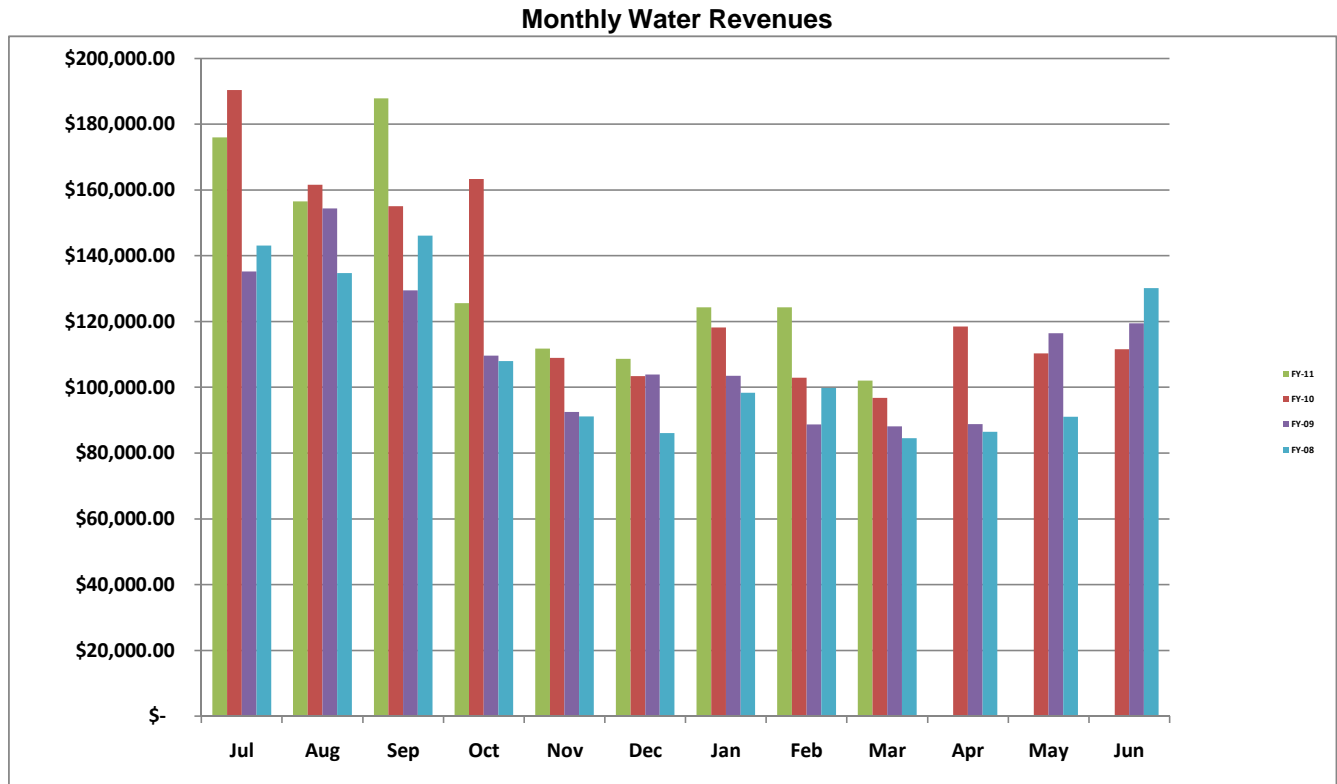
Monthly Water Usage



Cumulative Water Usage By Fiscal Year



# McKinleyville Community Services District Analysis of Water Revenues by Fiscal Year





# **McKINLEYVILLE COMMUNITY SERVICES DISTRICT**

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

April 7, 2011

**To:** MCSD Board

**From:** Gregory P Orsini, Operations Director

**Subject:** Agenda Item: F.2.B. –April 20, 2011 Board Meeting  
Operations Department – March 2011 Report

Progress in achieving the Board's adopted FY10-11 Goals are summarized in the following narrative:

### **Water Department:**

#### **◇ Water Statistics:**

**The district pumped 40 million gallons of water in March.**

**Five water quality complaints were investigated and rectified in March.**

**No service line leaks were reported or repaired in March.**

**No water service installations were completed in February.**

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

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

**Route 5 testing was completed in February accounting for 50 devices.**

#### **◇ Emergency Water Tank:**

**The 250 gallon emergency supply water tank has been installed and anchored to the floor. This restraint will provide protection during a seismic even. The intended purpose for this water is and emergency water supply for the crew in the event of an emergency. 250 gallons will provide 25 people water for 10 days.**

#### **◇ Hydrant Struck**

**The fire hydrant located at the intersection of Central and Grange was struck by a hit and run vehicle and was reported by a nearby customer. The hydrant was turned off, bagged and reported to the Fire Dept. Repairs were completed, including replacement of the concrete pad surrounding the base. The repairs were made and the hydrant was back on line in about a week. The reason for the extended period was to allow the concrete to cure.**

#### **◇ Pressure Reducing Valves (PRV):**

**Semi-annual PRV Station inspections took place in March. The PRV Stations are inspected, exercised and pressures are recorded. Adjustments are made where necessary to reduce the pressures in the lower areas of the water distribution system.**

#### **◇ Amp and Meg Check:**

**Amp and Meg all station motors were completed in March. This semiannual maintenance allows Staff to monitor the condition of all electric motors. This information is critical in determining the condition and efficiency of the motors. All discrepancies are noted and if minor corrected during inspection.**

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

**Central Estates Phase 2A and B, No work on facilities due to weather; VanEaton Subdivision, has been completed but awaiting as-builds and Santos Subdivision, no work due to weather.**

### **Waste Water Statistics:**

**43.9 million gallons of wastewater were collected and pumped to the W.W.M.F in March.**

**43.8 million gallons of waste water were treated and discharged to the Mad River in March.**

**No sewer services were completed in February.**

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

#### **◇ Man Hole Inspections:**

**The annual Manhole Inspections for half the total or 450 manholes were completed this year. The crew has a check-off sheet for each manhole in the District showing manhole location and manhole number. They were inspected for debris in the channel, infiltration, roots, alignment, grease and**

logs, flow depth, manhole depth, etc. All discrepancies are flagged to generate a work order for repairs. Staff also inspected several Manholes for Inflow and Infiltration due to the increase of influent at the WWMF during the heavy rain. Several hundred feet of sewer main was inspected with the camera due to sign of Inflow and Infiltration. These areas will be investigated further and repairs will be made if necessary.

◇ **Sewer lift Station Maintenance:**

The check valve located on pump 4 at the Fischer Sewer Lift Station was repaired because a routine inspection indicated it was not operating properly. This check valve prevents flow from back feeding and damaging the pumps. 1 pump at the Kelly Sewer Lift station was opened up and logs removed. A pump was opened up at the Hiller Sewer Lift Station and logs were removed including replacement of the rubber flapper. It was noticed during the daily pump hour inspection that these pumps were logging more hours than normal which generated a work order to troubleshoot and repair. Semi-annual pump shimming was conducted in March. All sewer pumps are checked for wear and clearance. Wear plates and impellers are replaced if needed during inspection. Shims are installed or removed to meet clearance requirements. Shimming allows the pumps to function efficiently and prevents damage to rotating parts.

◇ **WWMF Maintenance:**

The aerator in pond 2 tripped due to a chunk of wood wedged into the impeller. The aerator was pulled to shore and the chunk of wood was removed. The Aerator is back in service. Staff pressure washed the hydro-pneumatic tank, LP tank, piping and exterior walls of the contact chamber.

◇ **Quarterly Hydro- Cleaning**

Staff notified customers and hydro-cleaned problem area of the sewer collection system. This consisted of 12,000 feet of sewer main. This is done using 3000 psi of water from the Vac-Con to clean grease and grit out of the pipe, preventing sewer clogs and possible sewer spills.

◇ **Street Light Department:**

No streetlight problems were reported or repaired in March.

◇ **Promote Staff Training and Advancement:** Weekly safety meetings were conducted.

**Special Notes:**

Word that our permit will be heard by the state board on April 15 was received in March. It will appear on the agenda as a consent item. By the time of the MCSD April meeting we will know the outcome of the decision.

**Ramey Upgrade Update:** Electricians have been installing wire, control panels and conduit.

The draft Sewer System Management Plan (SSMP) is being reviewed before it is brought to the District Board for acceptance. Upon acceptance the SSMP will be submitted to the RWQCB as a requirement of our current NPDES permit by authority of the State Water Resources Control Board. The SSMP contains 11 sections covering Goals, our Organizational Structure and the District Legal Authority. It also contains reference to our O and M Program, Design and Performance Provisions, Overflow Emergency Response Plan, Fats Oil and Grease Program. It also contains an element regarding System Evaluation and Capacity Assurance Plan that is directly related to the work being addressed in the Sewer Model. The final elements are Monitoring, Measurements and Program Modifications, SSMP audits and Communication Plan. Although the District has had and is utilizing the majority of these elements already they have never been combined into one Plan.

The Request for Proposals (RFP) for the Emergency Water Line Project in the Mad River Bridge has been completed and bid packages are available at the District Office or through Humboldt Builders Exchange. The closing date for the contractors to submit their bids is April 8 at 1:00pm. Shortly before the RFP was completed staff was informed of a change in scheduling for the 2011 construction season. This change required staff renegotiate the timing of the pipe construction in

the bridge so it is reflected correctly in the specifications for the project and gives our contractor a realistic and fair amount of time to complete the tasks involved in the proposal.

Staff reviewed the sewer model that is part of the scope of work involved with the 20 Year Facilities Plan. Due to the county revisiting the planned densities for development and their insistence on increasing them. Staff wanted a more realistic idea of how the county's planning criteria was going to impact the collection system, lift Stations and WWMF. It was immediately apparent when staff reviewed the data set the county supplied us with it was not accurate and would make the conclusions arrived upon in the model of no use. Staff is in the process of contacting the county and requesting a more accurate data set.

Staff reviewed and commented the Capacity Fee Engineer's Report for water and sewer. The final report will be submitted and public workshops will be held to address any concerns of the public. The completed capacity fee adjustment proposal will be submitted to the Board of Directors in the near future.

We had a mainline break on St. Maru March 24<sup>th</sup>. On duty pager person shut down the mainline due to the severity of the leak and postponed repair until the morning of March 25<sup>th</sup>. Two of our customers are without water but were notified on the 24<sup>th</sup>. One resident below the leak did encounter water damage and will be addressed at the March meeting. In approximately 60 minutes Tank 3 dropped 3.8' accounting for 47,500 gallons of water. That is a calculated leak of roughly 790 gal/min.

On March 24<sup>th</sup>:

20:14 The level in at Tank three was 16.7' and started dropping

21:05 Bill McBroome was paged by Humboldt County Sheriff Department

21:20 Bill had responded to the scene, investigated the leak and safely shut down the mainline

On March 25<sup>th</sup>:

08:30 Work began to repair the leak

21:00 the repairs were completed and the water main was placed back in service

McKINLEYVILLE COMMUNITY SERVICES DISTRICT  
Board Agenda Background - Department Report  
April 20, 2011

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

**PONY EXPRESS DAYS:**

I met recently with members of the McKinleyville Chamber of Commerce and the Pony Express Days Committee. Our Parks and Recreation Department will assist with supervising the bounce house, paid for by the McKinleyville Chamber of Commerce. MCSD staff is also considering offering a horseshoe tournament along with a bocce ball tournament.

The Pony Express Days banners have been ordered and will be placed on streetlights during the week of May 19, 2011.

**HILLER SPORTS COMPLEX:**

McKinleyville Little League (MLL) held their Open Ceremonies on Saturday, April 2, 2011. Our staff and MLL worked very well together to make sure the fields were in good condition.

**NORTON CREEK WILDLIFE AREA CLEANUP PROJECT:**

A group of McKinleyville High School students who live in the area have proposed a cleanup program to remove trash, debris, and invasive plants from Norton Creek Wildlife Area (OSMZ.)

Our Park Maintenance Staff will coordinate efforts between the students, Department of Fish and Game, and residents/volunteers from our community.

**PIERSON PARK COMMUNITY GARDEN:**

We have received requests for additional garden plots and we will be expanding the number of plots at the Pierson Park Community Garden this spring. This will be the second year for this program, which has proven to be a big success.

**GRANTS:**

Staff continues to meet regularly to discuss grant opportunities and work on grant submittals.

For the last several months, our staff has been working diligently on writing a 2<sup>nd</sup> round grant application through the State of California's Proposition 84 for statewide park development.

There are more than 150 McKinleyville residents who have formerly supported our grant application and expressed interest in new park development and we have held more

than 10 community meetings to discuss potential park amenities. We have several more meetings scheduled.

Our application includes the potential acquisition of the entire 10.36 acre property owned by the MUSD located on Washington Avenue and School Road.

Grants that are community driven are given priority, and after talking to a State Grant Officer, we have reason to believe our second round grant application will be very competitive.

#### **McKINLEYVILLE SKATE PARK UPDATE:**

Current Right of Entry Agreement with the McKinleyville Skate Park Organization expires September 8, 2011. The item will be brought before the Board at the August 2011 Board meeting.

At the time of this report, I had not received a monthly report from the McKinleyville Skate Park Organization. However, I did receive a financial document (attached).

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

As per our contractual agreement for the use of the Pierson Park Trailer, the CCC crews recently performed work along Central Avenue OSMZ, maintained Hiller Sports Complex, and removed invasive plants from detention basins.

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

MCSD and County staff worked out an agreement to keep a SWAP crew working twelve (12) days per year. In addition, the County has agreed to provide between two (2) and five (5) individual SWAP members to report to work for MCSD each Saturday. This partnership is still working very well.

#### **COMMUNITY SERVICE WORKERS:**

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

#### **WORK EXPERIENCE (Cal Works PROGRAM)**

We have three (3) positions through the Cal Works program that are working with the Parks & Recreation Department, Operations Department, and Business Department. This is a great program for the workers and for the MCSD. It gives the employees great on the job experience and it aids MCSD in its daily operations. The County pays all wages for a six-month period (with possible extensions of time), and workers compensation is also under the Counties umbrella.

#### **GRAFFITI & VANDALISM UPDATE:**

This was a bad month for graffiti. Staff removed graffiti at Pierson Park, Hiller Park and along the Mid-Town Trail. As a side note, McKinleyville High School had a major graffiti problem a few weeks ago.



Mckinleyville Skatepark	Funds in Bank	Promised material funds equivalent or cash funds	Potential Earnings from Merchandise Sales	Promised Grant funds (if specific requirements meet)	Total fund equivalent	Grants in process (requested)
Umpqua Bank	\$27,500.00				\$27,500.00	
Tony Hawk Foundation				\$25,000.00	\$25,000.00	
MCSD reserve fund				\$25,000.00	\$25,000.00	
Stewardship Foundation					\$0.00	\$200,000.00
Six Rivers Brewery **		\$2,500.00			\$2,500.00	
MCK Skate Sweet Shirts*		\$1,800.00	\$2,700.00		\$4,500.00	
MCK Skate Decks*		\$1,950.00	\$3,050.00		\$5,000.00	
					\$0.00	
Total allocated funds	\$27,500.00	\$6,250.00		\$50,000.00	\$83,750.00	\$200,000.00
Total potential earnings from merchandise			\$5,750.00	Total park funds needed	\$366,250.00	
Target goal for construction					\$450,000.00	
Earnings from Blue Lake poker Tournament + Raffel (2900.00 + 850.00 = 3750.00) - Food for event (1600.00) for total \$2150.00 (to be added in next month total)						
* Note Shows Cost of Merchandise to be sold for fundraising and promotion of the Skatepark						
** Note Funds from Pony Express Days from 2010, not shown funds from Front Side Ale 10% sales (Will have check to us 4/1/2011)						



## McKinleyville Community Services District

### BOARD OF DIRECTORS

April 20, 2011

TYPE OF ITEM: **INFORMATION**

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

**PRESENTED BY: Norman Shopay**

**TYPE OF ACTION: None**

**1. Cost Savings Related to District Activities** – While the Board remains fully informed and up-to-date on all the various staff efforts, cost savings, and extra work done by the dedicated District staff members in their continued efforts to look for creative opportunities for cost and efficiency savings measures for the District, these activities may not be fully understood and realized by some members of the public. Therefore, I thought it would be useful to highlight some of the cost savings. The following is a summary of some of the recent District cost savings opportunities staff has identified.

- Negotiated a lower annual lease payment from Pitney Bowes on the postage machine for an annual cost savings of \$867.72 per year over the next five years = \$4,338
- Repairs to Toro Mower \$500
- CalWorks employee are currently working at the District, resulting in a cost savings of \$8,000 for the month of March
- SWAP Crew maintenance of detention basin \$4,000
- Repairs at Ranch House \$2,000
- James Court groundwater infiltration \$800

Total cost savings for February is \$19,638

***The cumulative cost saving to the District to date since tracking began from July 1, 2010 through March 31, 2011 is \$306,665***

District staff should be commended for their continued efforts in looking for cost savings opportunities that result in real savings for the District and rate payers.

**2. 20-year Facility plan** – Staff discussed with the Coastal Commission San Francisco office related to the feasibility of installing an ocean outfall for the waste water management facility. We will be proceeding to outline an internal strategy to advance the process. I plan on also scheduling a meeting with the Pulp Mill to discuss the status of their ocean outfall.

**3 NPDES Permit** – The revised NPDES permit is on the agenda for the State Water Resources Control Board (SWRCB) meeting, Sacramento, for April 19, 2011. When it appeared that the RWQCB would not be able to approve our permit because of a lack of a Quorum, I suggested to the RWQCB to allow the SWRCB to

approve our permit. While this concept and process was not common, the RWQCB was able to accommodate our request and the NPDES Permit is anticipated to be approved on the 19<sup>th</sup>.

**4 Emergency Water Line Crossing over the Mad River** – The District completed the Request for Proposal (RFP) process and has prepared the contract documents. We will be proceeding based on Board approval.

**5 Capacity Fee Rate Study and Evaluation** – Staff has completed an initial evaluation of capacity fees charged to new customers and a draft report has been prepared. The draft report was presented to the Board at the February 16<sup>th</sup> Board meeting.

Based on initial comments received a “revised” draft report has been prepared and was posted to our WEB Site.

MCSD is considering having discussions with interested stakeholders and/or having a general workshop in the future to consider and obtain additional input from the community. Based on additional input a final report will be prepared and presented to the Board at a future meeting for review and approval.

**6 Library lease** – The library lease was approved by the County Board of Supervisors. MCSD has asked the Library if they need assistance in connecting the Wi-Fi

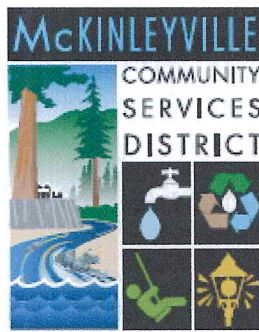
**7. Humboldt County Planning** – Staff met with Humboldt County planning to request information on the mid-point, maximum, and density bonus development potential that they may be assigning related to residential and commercial re-zoning. We requested that the County provide accurate information so that we can evaluate the Districts ability to plan for the future development and be prepared to provided services.

**PHYSICAL ADDRESS:**

1656 SUTTER ROAD  
McKINLEYVILLE, CA 95519

**MAILING ADDRESS:**

P.O. BOX 2037  
McKINLEYVILLE, CA 95519



mckinleyvillecsd.com

**MAIN OFFICE:**

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

**PARKS & RECREATION OFFICE:**

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

March 31, 2011

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

RE: MONTHLY MONITORING REPORT

Dear Lisa:

Enclosed is the Monthly Monitoring Report for February 2011 for McKinleyville Community Services District Wastewater Management Facilities WDID NO. 1B82084OHUM.

The normal discharge of effluent was 28 days discharge to the Mad River. The required monitoring and water quality constituents that were tested and were reported were in compliance in February.

The requirement for BOD is 45 mg/L, a maximum of 441 pounds of BOD for the 30-day average, a minimum of 65% removal and a weekly average of 65 mg/L. With four weekly tests in February, that constitutes seven criteria. The BOD results for February are in compliance.

The requirement for NFR is 83 mg/L, a maximum of 931 pounds per-day and a minimum of 65% removal for the 30-day average. With four weekly tests in February, that constitutes three criteria. The NFR results for February are in compliance.

The requirement for Nitrate as Nitrogen in the effluent is a monthly average of 10 mg/L. One test was conducted in February and was in compliance.

Total Coliform Organisms MPN/100 ml. The Monthly Median not to exceed MPN of 23 and the daily maximum not to exceed MPN of 230. The reported results for the month of February are as follows. Median was <1.8 and a Maximum of <1.8. Four samples were collected in the month of February and were in compliance.

Monitoring of the Mad River, Hiller Storm Water Wetlands and Fischer Backswamp Wetlands was conducted in February.

Monthly testing for constituents of Concern was conducted in February and all were in compliance.

The Requirement for Acute Toxicity testing is a minimum of 70% survival for any one test and median for all tests in one month of 90%. One test was conducted in February and is in compliance with 90% survival.


Quarterly Disinfection Byproducts testing was conducted in February.

EXHIBITS:

- A. February 2010 Wastewater Management Facilities spreadsheet with the daily, weekly, monthly, quarterly and annual monitoring records for monitoring location M-001.
- B. Disposal Flows and Location Data Sheet
- C. River CFS and Effluent Flow Data Sheet
- D. BOD and TSS work sheet
- E. Laboratory Analysis for Constituents of Concern
- F. Laboratory Analysis for Dixon
- G. Laboratory Analysis for volatile Organic Compounds
- H. Laboratory Analysis for Acute Toxicity Testing
- I. River Monitoring worksheet for R-001 and R-002
- J. Hiller Marsh worksheet for R-004 and R-005
- K. Fischer Ranch Backswamp worksheet R-003

"I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED, IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS."

If you have any questions, please contact this office.

  
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FOR  
NORMAN SHOPAY, GENERAL MANAGER

ENCLOSURES

FILE



McKINLEYVILLE COMMUNITY SERVICES DISTRICT  
WASTEWATER MANAGEMENT FACILITY  
MONITORING DATA

MONTH: FEBRUARY

YEAR: 2011

										3X5											
		INFLUENT FLOW		EFFLUENT FLOW		EFFLUENT MAXIMUM		RIVER		INFLUENT MONITORING		EFFLUENT MONITORING									
DATE	M.G.D.	M.G.D.	M.G.D.	GRM	CFS	B.O.D. mg/L	N.F.R. mg/L			pH	(C°) TEMP	B.O.D. mg/L	NFR mg/L	AMMONIA	CL <sub>2</sub> RES.	CL <sub>2</sub> RES.	RIVER	SETTLABLE SOLIDS	TOTAL COLIFORM		
1	1.079	1.485	1044	844						6.8	11.9			28	2.7	0.00	0.00				
2	1.054	1.481	1042	746						6.8	11.5			28	4.2	0.00	0.00				
3	1.015	1.483	1046	693						6.9	11.4			30	3.0	0.00	0.00				
4	0.996	1.479	1042	640		230	230			6.9	11.9	22	31	26	1.8	0.00	0.00	<0.1			
5	1.041	1.475	1036	620						6.8	11.9				2.1	0.00	0.00				
6	1.082	1.479	1037	601						6.8	12.3			28	1.9	0.00	0.00		<1.8		
7	1.005	1.477	1036	572						6.7	12.1			28	2.3	0.00	0.00				
8	1.004	1.469	1031	554						6.7	11.9			30	2.6	0.00	0.00				
9	0.998	1.472	1029	536						6.6	11.3			28	1.6	0.00	0.00				
10	0.980	1.472	1037	502						7.2	11.5			32	2.0	0.00	0.00				
11	0.970	1.477	1038	485		160	190			7.0	10.4	19	42	32	1.5	0.00	0.00	<0.1			
12	1.013	1.471	1033	470						7	10.7				1.5	0.00	0.00				
13	1.050	1.466	1031	456						7	11.3			28	1.7	0.00	0.00		<1.8		
14	0.985	1.247	1025	442						6.8	12.0			28	2.7	0.00	0.00				
15	1.128	1.060	753	726						7.0	12.0			28	2.6	0.00	0.00				
16	1.203	1.047	739	5140						7.0	10.5			30	2.8	0.00	0.00				
17	1.235	1.153	879	3200						6.7	10.0			28	3.1	0.00	0.00				
18	1.231	1.254	886	2960		200	190			7.2	9.4	15	22	28	1.3	0.00	0.00	<0.1			
19	1.217	1.257	889	2500						7	10				0.5	0.00	0.00				
20	1.170	1.260	888	2020						6.6	10.7				0.4	0.00	0.00				
21	1.146	1.262	889	1720						6.9	10.9			30	0.2	0.00	0.00		<1.8		
22	1.084	1.266	892	1560						6.8	10.5			30	3.9	0.00	0.00				
23	1.067	1.265	893	1390						6.5	9.8			28	0.7	0.00	0.00				
24	1.093	1.274	895	1240						6.6	10.3			30	0.8	0.00	0.00				
25	1.132	1.272	897	1510		220	170			6.7	10.4	21	30	30	3.7	0.00	0.00	<0.1			
26	1.145	1.275	898	1330						6.9	8.5				4.1	0.00	0.00				
27	1.175	1.274	897	1150						7.2	9.4				2.7	0.00	0.00				
28	1.074	1.270	896	1090						6.8	9.9			30	1.3	0.00	0.00	<1.8			

MONTHLY TESTS

DATE	TDS	AMMONIA	NITRATE	BORON
2/14/2011	230	28.0	ND	210

SPILLS:

None to report
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30 DAY AVERAGE			
BOD mg/L	BOD LBS/DAY	BOD % Removal	NFR
19	221	90	84

DATE	Copper	Lead	Bis phthalate	aliph-BHC	4,4' -DDT	2,3,7,8-TCDD
2/14/2011	ND	ND	ND	ND	ND	ND

Quarterly Tests		Value in ug/l
Dichlorodibromomethane		ND
Bromochloromethane		ND
Chlorodibromomethane		ND
Chloroform		1.4 *

ACUTE TOXICITY	
DATE	% Survival
2/9/2011	90%

Rainbow Trout

C. dubia

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

REMARKS: Chloroform trip blank contaminated

Indicates Permit Exceedance

Total Coliform	Monthly
MEDIAN	<1.8
Daily	
Maximum	<1.8