



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

**NOTICE IS HEREBY GIVEN THAT A REGULAR MEETING OF THE
MCKINLEYVILLE COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS
WILL BE HELD
WEDNESDAY, AUGUST 2, 2023 AT 6:00pm**

**LOCATION: AZALEA HALL
1620 Pickett Road
McKinleyville, California**

Or

**TELECONFERENCE Via ZOOM & TELEPHONE:
Use ZOOM MEETING ID: 859 4543 6653 (<https://us02web.zoom.us/j/85945436653>) or DIAL
IN TOLL FREE: 1-888-788-0099 (No Password Required!)**

To participate in person, please come to Azalea Hall.

To participate by teleconference, please use the toll free number listed above, or join through the internet at the Zoom App with weblink and ID number listed above, or the public may submit written comments to the Board Secretary at: comments@mckinleyvillecsd.com up until 4:30 p.m. on Tuesday, August 1, 2023.

All Public Comment received before the above deadline will be provided to the Board at 9 a.m. on Wednesday, August 2, 2023 in a supplemental packet information that will also be posted on the website for public viewing.

AGENDA

6:00 p.m.

A. CALL TO ORDER

A.1 Roll Call

A.2 Pledge of Allegiance

A.3 Additions or Changes to the Agenda

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

A.4 Approval of the Agenda

A.5 Closed Session Discussion

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

NO CLOSED SESSION SCHEDULED

B. PUBLIC HEARINGS

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

NO PUBLIC HEARING SCHEDULED

C. PUBLIC COMMENT AND WRITTEN COMMUNICATIONS

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

D. CONSENT CALENDAR

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

- | | | |
|-----|--|---------------|
| D.1 | Consider Approval of the Minutes of the Board of Directors Regular Meeting on June 7, 2023 and Special Meeting on June 12, 2023 | Pg. 7 |
| | Attachment 1 – Draft Minutes from June 7, 2023 | Pg. 9 |
| | Attachment 2 – Draft Minutes from June 12, 2023 | Pg. 15 |
| D.2 | Consider Approval of June 2023 Treasurer's Report | Pg. 17 |
| D.3 | Compliance with State Double Check Valve (DCV) Law | Pg. 35 |
| D.4 | Consider Approval of the Senior Center Management Services and Usage Agreement between McKinleyville Community Services District and the McKinleyville Senior Center | Pg. 37 |
| | Attachment 1 – Senior Center Management Services and Usage Agreement | Pg. 39 |
| | Attachment 2 – Exhibit B. Schedule of Use | Pg. 51 |
| D.5 | Consider Approval of Agreement between McKinleyville Union School District and the McKinleyville Community Services District for the Provision of After School Leaders to the 21 st Century Community Learning Center After School Program at Dows Prairie Elementary School and Morris Elementary School | Pg. 53 |

Attachment 1 – MUSD and MCSD Memorandum of Understanding Pg. 55
2023-24

- D.6 Consider Adoption of Resolution 2023-13 Amending the McKinleyville Community Services District Records Retention Policy Pg. 61
Attachment 1 – Resolution 2023-13 with Appendix A (Red Lined Changes to MCSD Records Retention Policy) Pg. 65
- D.7 Consider Approval of Contract with LACO for Third Party Testing and Observation for 4.5MG Tank Construction Pg. 67
Attachment 1 – Contract and Scope of Services Pg. 69
- D.8 Approve FY21-22 Single Audit Pg. 83
Attachment 1 – MCSD FY21-22 Single Audit Pg. 85
- D.9 Consider Approval of MOU to be executed with local school PTO’s for the provision of Dances for Humboldt County Middle School Students Pg. 95
Attachment 1 – Draft MCSD and PTO Memorandum of Understanding Pg. 97
- D.10 Consider Approval of Resolution 2023-16 Designating Subrecipient’s Authorized Agent for the Hazard Mitigation Grant Program and the Pre-Disaster Mitigation Program Pg. 101
Attachment 1 – Resolution 2023-16 Pg. 103
- D.10 Consider Director Binder’s Attendance of the ACWA Region 1 Program And Tour, August 11, 2023 in Middletown, CA Pg. 105
Attachment 1 – Resolution 2023-16 Pg. 107

E. CONTINUED AND NEW BUSINESS

- E.1 Consider Adoption of Resolution 2023-14 Recognizing, Honoring, and Commending Brad Hayman for Ten (10) Years of Service Pg. 111
Attachment 1 – Resolution 2023-14 Pg. 113
- E.2 Recognition of Staff Accomplishments from 2022-23 and Introduction of New District Staff Members (Information) Pg. 115
- E.3 Consider Release of Response to Humboldt County Civil Grand Jury Report on Incorporation Pg. 117
Attachment 1 – Humboldt County Civil Grand Jury McKinleyville Incorporation Report Pg. 119
- E.4 Consider Topics for Joint McKinleyville Municipal Advisory Committee and MCSD Board Meeting in October (Action) Pg. 131
- E.5 Consider the Regular Board Meeting Dates, Time, and Location for the 2024 Calendar Year (Information) Pg. 133
Attachment 1 – Proposed 2024 MCSD Regular Board Meeting Pg. 135

Schedule

- E.6 Consider Approval of Naming of a Portion of the Baduwa't Public Access Project in Memory of Former Board Director George Wheeler (Action) **Pg. 137**
Attachment 1 – District Naming Policy **Pg. 139**
Attachment 2 – Application for Naming and Dedication of MCSD Facilities **Pg. 143**
Attachment 3 – Resolution 2023-15 **Pg. 145**
- E.7 Review and Discuss Annual Board Self-Evaluation (Information/Discuss) **Pg. 147**
Attachment 1 – Summary of Board Self-Evaluation Worksheets **Pg. 149**

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. Parks and Recreation Committee (Binder/Biteman)
- b. Area Fund (John Kulstad/Binder)
- c. Redwood Region Economic Development Commission (Biteman/Mayo)
- d. McKinleyville Senior Center Board Liaison (Binder/Couch)
- e. Audit and Finance Committee (Orsini/Biteman)
- f. Employee Negotiations (Couch/Mayo)
- g. McKinleyville Municipal Advisory Committee (Orsini/Binder)
- h. AdHoc Committee – Community Forest (Mayo/Orsini)

F.2 LEGISLATIVE AND REGULATORY REPORTS

F.3 STAFF REPORTS

- a. Finance & Administration Department (Nicole Alvarado) **Pg. 157**
- b. Operations Department (James Henry) **Pg. 159**
- c. Parks & Recreation Department (Lesley Frisbee) **Pg. 165**
- d. General Manager (Pat Kaspari) **Pg. 169**
Attachment 1 – WWMF Monthly Self-Monitoring Report **Pg. 175**

F.4 PRESIDENT'S REPORT

F.5 BOARD MEMBER COMMENTS, ANNOUNCEMENTS, REPORTS AND AGENDA ITEMS REQUESTS

G. ADJOURNMENT

Posted 5:00 pm on July 28, 2023

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

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

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McKinleyville Community Services District

BOARD OF DIRECTORS

August 2, 2023

TYPE OF ITEM: **ACTION**

ITEM: D.1 **Consider Approval of the Minutes of the Board of Directors**

PRESENTED BY: **Joey Blaine, Board Secretary**

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

Recommendation:

Staff recommends the approval of the Minutes of the Board of Directors for the June 7, 2023 Regular Meeting and June 12, 2023 Special meeting.

Discussion:

The Draft minutes are attached for the above listed meetings. A reminder that the minutes are approved by the legislative body that is the Board of Directors, not individual members of the Board who were present at a meeting.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

Not applicable

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Draft Minutes from June 7, 2023 Regular Meeting
- Attachment 2 – Draft Minutes from June 12, 2023 Special Meeting

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MINUTES OF THE REGULAR MEETING OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT HELD ON WEDNESDAY, JUNE 7, 2023 AT 6:00 P.M. IN PERSON AT AZALEA HALL – 1620 PICKETT ROAD, MCKINLEYVILLE, CALIFORNIA and TELECONFERENCE Via ZOOM & TELEPHONE: ZOOM MEETING ID: 859 4543 6653 (<https://us02web.zoom.us/j/85945436653>) and TOLL FREE: 1-888-788-0099

AGENDA ITEM A. CALL TO ORDER:

A.1 Roll Call: The meeting was called to order at 6:00 p.m. with following Directors and staff in attendance in person at Azalea Hall:

Greg Orsini, President	Pat Kaspari, General Manager
Scott Binder, Vice President	April Sousa, Board Secretary
James Biteman, Director	Joey Blaine, Board Secretary
David Couch, Director	James Henry, Operations Director
Dennis Mayo, Director	Lesley Frisbee, Parks & Recreation Director
	Nicole Alvarado, Finance Director
	Norman Schwenn, IT Technician

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

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

A.4 Approval of the Agenda:

Motion: It was moved to approve the agenda.

Motion by: Director Mayo; **Second:** Director Binder

There were no comments from the Board or public.

Roll Call: Ayes: Binder, Biteman, Couch, Mayo and Orsini Nays: None Absent: None

Motion Summary: Motion Passed

A.5 Closed Session Discussion

General Manager Kaspari commented that there was nothing to report out of the May 3, 2023 closed session discussion.

AGENDA ITEM B. PUBLIC HEARINGS:

No public hearing scheduled.

AGENDA ITEM C. PUBLIC COMMENT AND WRITTEN COMMUNICATIONS:

Justin Bardez of a local senior pickleball group requested future use of Azalea Hall for pickleball.

AGENDA ITEM D. CONSENT CALENDAR:

- D.1 Consider Approval of the Minutes of the Board of Directors Regular Meeting on May 3, 2023**
- D.2 Consider Approval of April 2023 Treasurer’s Report**
- D.3 Compliance with State Double Check Valve (DCV) Law**
- D.4 Consider Adoption of Resolution 2023-10 Amending the Rules and Regulations Rule 45.03.b Facility Use Fees and 45.03.c Event Service Fees**

D.5 Consider Approval of Hiller Sports Complex Facility Use Agreement Contracts between MCSD and the Mad River Youth Soccer League (MRYSL)

D.6 Distribution of Annual Board Self Evaluation

Motion: It was moved to approve the Consent Calendar.

Motion by: Director Mayo; **Second:** Director Couch

There were no comments from the Board or public.

Roll Call: Ayes: Binder, Biteman, Couch, Mayo and Orsini Nays: None Absent: None

Motion Summary: Motion Passed

AGENDA ITEM E. CONTINUED AND NEW BUSINESS:

E.1 Consider Adoption of Resolution 2023-12 Recognizing, Honoring, and Commending April Sousa for Service as District Board Secretary

General Manager Kaspari gave an overview of the item and read Resolution 2023-12 into the record. Board members each gave their personal thanks for April's service to MCSD.

Board Secretary Sousa expressed appreciation for her time of employment at MCSD.

Motion: It was moved to adopt Resolution 2023-12 recognizing and honoring April Sousa for her years of service to the McKinleyville Community Services District.

Motion by: Director Mayo; **Second:** Director Couch

Roll Call: Ayes: Binder, Biteman, Couch, Mayo and Orsini Nays: None Absent: None

Motion Summary: Motion Passed

E.2 Incorporation Information Presentation by Humboldt LAFCo Staff and Discussion of Response to Humboldt County Civil Grand Jury Report on Incorporation

General Manager Kaspari reviewed the item.

Colette Santsche, Executive Director of Humboldt Local Agency Formation Commission (LAFCo), gave a presentation on the LAFCo incorporation process.

The Board asked questions regarding the District's role in the incorporation process.

President Orsini opened the floor for public comment on the LAFCo presentation.

Ryan Stewart, community member, asked where McKinleyville is at in the incorporation process.

John Murray, former Humboldt County Public Works Director, commented on the significance of "revenue neutrality" within the incorporation process.

5th District Supervisor Steve Madrone, representing himself, commented on the recent Incorporation Report by Cal Poly Humboldt and the work of the McKinleyville Incorporation Exploration Sub-Committee (MIESC).

Kevin Jenkins, chair of the MIESC, commented on the creation of the MIESC by the MMAC. He directed the community to the MMAC website for minutes and meeting information.

General Manager Kaspari overviewed the Humboldt County Civil Grand Jury (HCCGJ) report, MCSD's invitation to respond to the report, and recommendations by District legal counsel.

President Orsini asked for clarification on the 60-day window of response time. General Manager Kaspari replied the report was made official on May 24, 2023.

The Board asked clarifying questions and President Orsini noted that regardless of incorporation status, MCSD may continue to exist and provide the existing level of service.

GM Kaspari clarified that no MCSD senior staff had been interviewed by the HCCGJ.

Motion: To authorize General Manager Kaspari to draft a response letter to be submitted to the Humboldt County Civil Grand Jury after review by legal counsel and President Orsini.

Motion by: Director Mayo; **Second:** Director Binder

Roll Call: Ayes: Binder, Biteman, Couch, Mayo and Orsini Nays: None Absent: None

Motion Summary: Motion Passed

E.3 Consider Approval of Project Signs for the Baduwa't or Mad River Floodplain and Public Access Project

General Manager Kaspari reviewed the item.

Director Mayo asked about the naming of the trail. President Orsini recommended he provide his suggestion by following MCSD procedures.

President Orsini requested that the involved tribes are given the opportunity to review any overall Tribal map if it is included in the subsequent signs before final publishing.

There was no public comment.

Motion: To approve the two project signs reviewed for the District's new restoration and Public Access Project.

Motion by: Director Binder; **Second:** Director Biteman

Roll Call: Ayes: Binder, Biteman, Couch, Mayo and Orsini Nays: None Absent: None

Motion Summary: Motion Passed

E.4 Approve Conveyance of Mad River Restoration Floodplain and Public Access Facilities from CalTrout to MCSD

General Manager Kaspari reviewed the item.

President Orsini asked clarifying questions on depreciation of the assets.

There was no public comment.

Motion: To adopt the conveyance of the facilities located on APN 508-021-006 & 508-021-007 as detailed in the Agreement.

Motion by: Director Mayo; **Second:** Director Binder

Roll Call: Ayes: Binder, Biteman, Couch, Mayo and Orsini Nays: None Absent: None

Motion Summary: Motion Passed

E.5 FY2022-23 Budget Review and Potential Amendment

Finance Director Alvarado reviewed the staff note for this item.

There was no Board or public comment.

Motion: To approve the proposed revised budgets for FY2022-23.

Motion by: Director Mayo; **Second:** Director Couch

Roll Call: Ayes: Binder, Biteman, Couch, Mayo and Orsini Nays: None Absent: None

Motion Summary: Motion Passed

E.6 Consider Approval of FY 2023-24 Proposed Budget and Approve Resolution 2023-11 Establishing Appropriations Limit

Finance Director Alvarado presented the item.

President Orsini asked clarifying questions regarding the FY2023-24 organizational chart.

Finance Director Alvarado was asked by President Orsini to speak to the drop in water/wastewater sales. She responded that the drop in sales was proportional to a drop in consumption.

There was no public comment.

Motion: To approve the FY2023-24 budget and approve Resolution 2023-11 establishing Appropriations limits for FY2023-24.

Motion by: Director Couch; **Second:** Director Binder

Roll Call: Ayes: Binder, Biteman, Couch, Mayo, and Orsini Nays: Absent: None

Motion Summary: Motion Passed

E.7 Second Reading and Adoption of Ordinance No. 2023-01 Revising the Rules and Regulations: Amending Rules 22.12, 27.07, Regulation 43 and Removing Regulation 47

Board Secretary Blaine overviewed the item.

There was no Board or public comment.

Motion: To conduct a second reading of Ordinance No. 2023-01 Revising the Rules and Regulations: Amending Rules 22.12, 27.07, Regulation 43 and Removing Regulations 47, by title only.

Motion by: Director Binder; **Second:** Director Mayo

Roll Call: Ayes: Binder, Biteman, Couch, Mayo, and Orsini Nays: Absent: None

Motion Summary: Motion Did Not Pass

AGENDA ITEM F. REPORTS

F.1 ACTIVE COMMITTEE REPORTS

- a. **Parks and Recreation Committee (Binder/Biteman):** Nothing further to add from Director Frisbee's report.
- b. **Area Fund (John Kulstad/Binder):** Did not meet.
- c. **Redwood Region Economic Development Commission (Biteman/Mayo):** Did not meet.
- d. **McKinleyville Senior Center Advisory Council (Binder/Couch):** Director Binder gave a brief report on the activities of the Senior Center.
- e. **Audit and Finance (Orsini/Biteman):** Did not meet.
- f. **Employee Negotiations (Couch/Mayo):** Did not meet.
- g. **McKinleyville Municipal Advisory Committee (Orsini/Binder):** Director Orsini gave a brief report that included noting that the MMAC has finished their review of the McKinleyville Town Center Ordinance.

- h. **Ad Hoc Community Forest Committee (Mayo/Orsini):** Did not meet.

F.2 LEGISLATIVE AND REGULATORY REPORTS

President Orsini gave a brief report on Board members' recent travel to CSDA Legislative Days.

F.3 STAFF REPORTS

- a. **Finance and Administration Department (Nicole Alvarado):** Finance Director Alvarado gave a brief update on the progress of the transfer of District funds to California CLASS.
- b. **Operations Department (James Henry):** Operations Director James Henry had nothing further to add to his written report.
- c. **Parks & Recreation Department (Lesley Frisbee):** Recreation Director Lesley Frisbee had nothing further to add to her written report.
- d. **General Manager (Patrick Kaspari):** General Manager Kaspari gave a brief update on the Central Ave Mainline Rehabilitation project.

F.4 PRESIDENT'S REPORT:

No report.

F.5 BOARD MEMBER COMMENTS, ANNOUNCEMENTS, REPORTS AND AGENDA ITEM REQUESTS:

None

G. ADJOURNMENT:

Meeting Adjourned at 8:24 p.m.

Joey Blaine, Board Secretary

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MINUTES OF THE REGULAR MEETING OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT HELD ON MONDAY, JUNE 12, 2023 AT 9:00 A.M. IN PERSON AT AZALEA HALL – 1620 PICKETT ROAD, MCKINLEYVILLE, CALIFORNIA and ZOOM MEETING ID: 834 2447 5364

AGENDA ITEM A. CALL TO ORDER:

The meeting was called to order at 9:05 a.m. with following Directors and staff in attendance in person at the District Conference Room:

Greg Orsini, President	Pat Kaspari, General Manager
Scott Binder, Vice President	April Sousa, Board Secretary
James Biteman, Director	Joey Blaine, IT Specialist/ Board Secretary Trainee
David Couch, Director (arrived 9:17 a.m.)	Lesley Frisbee, Parks & Recreation Director
Dennis Mayo, Director (arrived 9:14 a.m.)	Steve Barber, Facilitator

AGENDA ITEM B. Consider Board Member Attendance to the California Special District Association (CSDA) 2023 Annual Conference, August 28-31, 2023 in Monterey, CA

Board Secretary Blaine overviewed the item.

The Board discussed the value of attending these conferences.

President Orsini reminded the board of the purpose of approving travel.

Motion: It was moved to approve Board attendance of the CSDA 2023 Annual Conference.

Motion by: Director Biteman; **Second:** Director Mayo

Roll Call: Ayes: Binder, Biteman, Couch, Mayo and Orsini Nays: None Absent: None

Motion Summary: Motion Passed

AGENDA ITEM C. Strategic Plan Development and Discussion

Facilitator Barber led the Board in a discussion of prioritizing Strategic Planning goals and editing mission, visions, and values statements.

AGENDA ITEM D. ADJOURNMENT

Meeting Adjourned at 12:15 p.m.

Joey Blaine, Board Secretary

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**McKinleyville Community Services District
Treasurer's Report
June 2023**

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Page 3	Consolidated Balance Sheet by Fund
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Page 12	Summary of Long-Term Debt Report
Page 13	Cash Disbursement Report

Ratios

as of June 30, 2023

- Utility Accounts Receivable Turnover Days	11
- YTD Breakeven Revenue, Water Fund:	\$ 2,892,381
- YTD Actual Water Sales:	\$ 4,026,102
- Days of Cash on Hand-Operations Checking/MM	351

**McKinleyville Community Services District
Investments & Cash Flow Report
as of June 30, 2023**

Petty Cash & Change Funds 9,197.46

Cash

Operating & Money Market - Beginning Balance		14,532,451.84
Cash Receipts:		
Utility Billings & Other Receipts	986,741.81	
Money Market Account Interest	44.14	
Transfers from County Funds #2560, #4240, CalTRUST, Meas. B	-	
Other Cash Receipts (Grants/Other Receivables)	-	
Total Cash Receipts		986,785.95
Cash Disbursements:		
Transfers to County Funds #2560, #4240, CalTRUST	(7,903,110.98)	
Payroll Related Expenditures (incl. CalPERS UAL pmt)	(282,509.30)	
Debt Service	(13,480.58)	
Capital & Other Expenditures	(971,578.34)	
Total Cash Disbursements		(9,170,679.20)
Operating & Money Market - Ending Balance		6,348,558.59
Total Cash		6,357,756.05

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

LAIF - Beginning Balance	141,604.24	
Interest Income	-	
LAIF - Ending Balance		141,604.24
Humboldt Co. #2560 - Beginning Balance	3,843,737.80	
Property Taxes and Assessments	-	
Transfer to/from Operating Cash	-	
Interest Income (net of adjustments)	-	
Humboldt Co. #2560 - Ending Balance		3,843,737.80
Humboldt Co. #4240 - Beginning Balance	2,837,107.81	
Transfer to/from Operating Cash	-	
Transfer to/from Biosolids Reserve	-	
Interest Income	-	
Humboldt Co. #4240 - Ending Balance		2,837,107.81
Humboldt Co. #9390 - Beginning Balance	663,032.08	
Reserves Recovery Deposits/Other Bal Withdrawals	-	
Humboldt Co. #9390 - Ending Balance		663,032.08
USDA Bond Reserve Fund - Beginning Balance	84,010.00	
Bond Reserve Payment/Transfer to Service Fund	-	
Debt Service Payment, Principal/Interest (Net)	-	
Interest Adjustment	-	
USDA Bond Reserve Fund - Ending Balance		84,010.00
Market Valuation Account		(20,836.39)
BNY COPS Series A & B - Beginning Balance	8,204,045.69	
Bond Principal Total (Series A & B)	-	
Bond Draws for Capital Projects	-	
Bond Reserve Payment/Transfer to Service Fund	-	
Debt Service Payment, Principal/Interest (Net)	-	
Bond Earned Interest	-	
BNY COPS Series A & B - Ending Balance		8,204,045.69
Section 115 Trust Beginning Balance	-	
Net Transfer to/from Designated Reserves: OPEB	2,500,100.00	
Net: Interest Income/Unrealized Gain/Loss	37,991.00	
		2,538,091.00
CalCLASS - Beginning Balance	-	
Net Transfer to/from Checking	7,386,175.57	
Net Transfer to/from Designated Reserves: PERS/OPEB	-	
Net Transfer to/from Capacity Fees/Catastrophe/Other Reserves	-	
Net: Interest Income/Unrealized Gain/Loss	544,267.57	
CalCLASS - Ending Balance		7,930,443.14
Total Investments		26,221,235.37
Total Cash & Investments - Current Quarter		32,578,991.42
Total Cash & Investments - Prior Quarter		31,871,964.10
Net Change to Cash & Investments This Quarter		707,027.32

Cash & Investment Summary

Cash & Cash Equivalents		31,883,569.14
Davis-Grunsky Loan Reserve		611,412.28
USDA Bond Reserve		84,010.00
Total Cash & Investments		32,578,991.42

McKinleyville Community Services District
Consolidated Balance Sheet by Fund
as of June 30, 2023

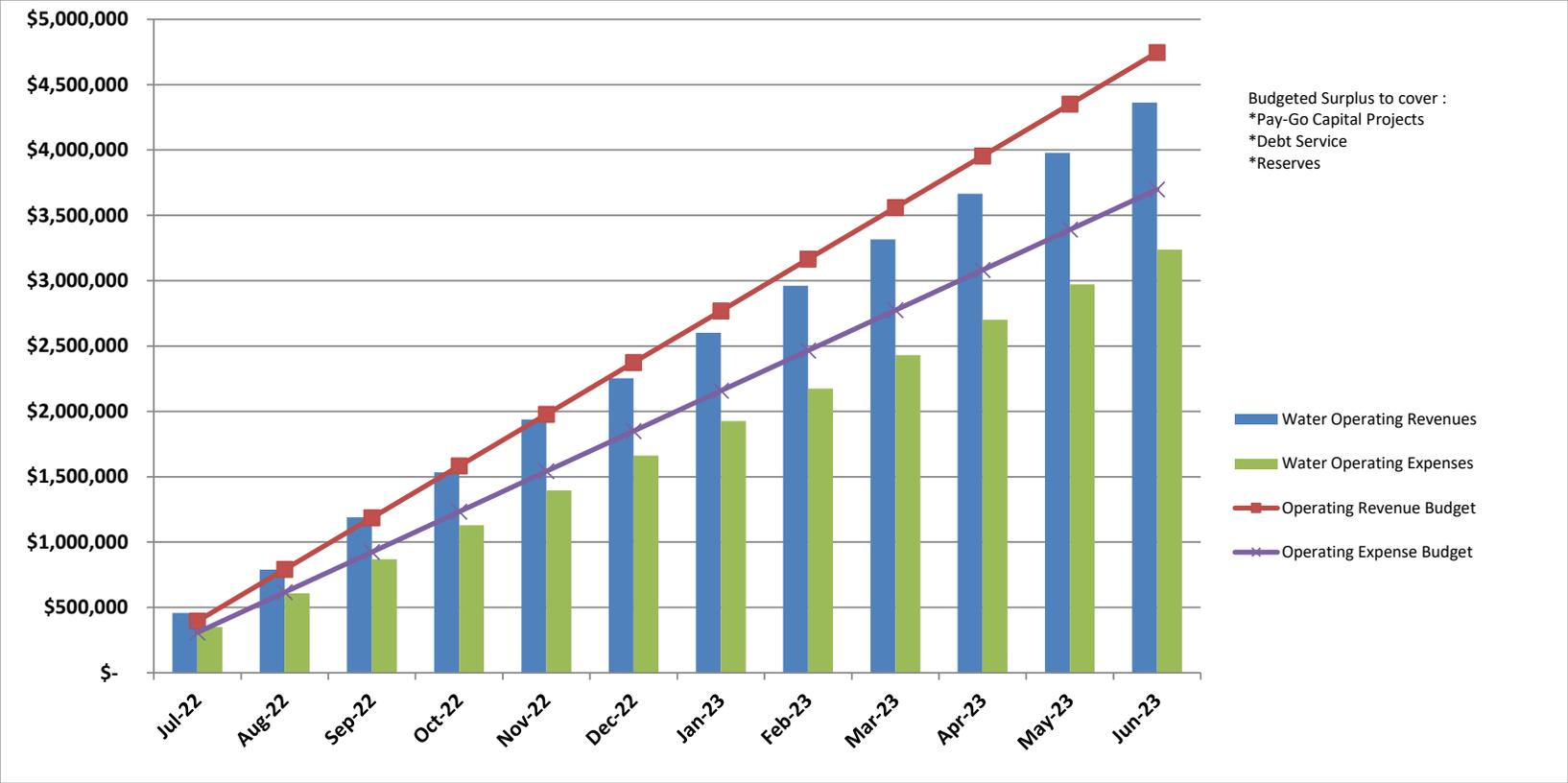
	Governmental Funds			Proprietary Funds		Total (Memorandum Only)
	Parks & General	Measure B	Streetlights	Water	Wastewater	
ASSETS						
Current Assets						
Unrestricted cash & cash equivalents	\$ 954,851.52	\$ (614,567.16)	\$ 143,417.86	\$ 8,840,092.72	\$ 14,419,804.63	\$ 23,743,599.57
Accounts receivable	116,317.71	-	4,586.14	100,139.51	536,980.79	758,024.15
Prepaid expenses & other current assets	118,150.77	13,290.91	11,242.70	252,570.85	215,505.96	610,761.19
Total Current Assets	1,189,320.00	(601,276.25)	159,246.70	9,192,803.08	15,172,291.38	25,112,384.91
Noncurrent Assets						
Restricted cash & cash equivalents	164,749.54	-	-	5,125,119.09	3,774,348.88	9,064,217.51
Other noncurrent assets	-	-	-	1,126,783.53	1,149,881.60	2,276,665.13
Capital assets (net)	-	-	-	11,125,941.42	30,527,091.29	41,653,032.71
Total Noncurrent Assets	164,749.54	-	-	17,377,844.04	35,451,321.77	52,993,915.35
TOTAL ASSETS	\$ 1,354,069.54	\$ (601,276.25)	\$ 159,246.70	\$ 26,570,647.12	\$ 50,623,613.15	\$ 78,106,300.26
LIABILITIES & FUND BALANCE/NET ASSETS						
Current Liabilities						
Accounts payable & other current liabilities	\$ 66,079.93	\$ 1,457.91	\$ 747.32	\$ 1,074,145.16	\$ 98,950.34	\$ 1,241,380.66
Accrued payroll & related liabilities	116,388.51	-	-	63,268.39	63,213.25	242,870.15
Total Current Liabilities	182,468.44	1,457.91	747.32	1,137,413.55	162,163.59	1,484,250.81
Noncurrent Liabilities						
Long-term debt	-	-	-	6,544,075.84	20,696,169.83	27,240,245.67
Other noncurrent liabilities	-	-	-	5,277,949.43	5,384,295.45	10,662,244.88
Total Noncurrent Liabilities	-	-	-	11,822,025.27	26,080,465.28	37,902,490.55
TOTAL LIABILITIES	182,468.44	1,457.91	747.32	12,959,438.82	26,242,628.87	39,386,741.36
Fund Balance/Net Assets						
Fund balance	(2,924,202.88)	(602,734.16)	158,499.38	-	-	(3,368,437.66)
Net assets	4,095,803.98	-	-	9,029,342.72	14,550,062.82	27,675,209.52
Investment in capital assets, net of related debt	-	-	-	4,581,865.58	9,830,921.46	14,412,787.04
Total Fund Balance/Net Assets	1,171,601.10	(602,734.16)	158,499.38	13,611,208.30	24,380,984.28	38,719,558.90
TOTAL LIABILITIES & FUND BALANCE/NET ASSETS	\$ 1,354,069.54	\$ (601,276.25)	\$ 159,246.70	\$ 26,570,647.12	\$ 50,623,613.15	\$ 78,106,300.26
Difference in Reclass from Cap Assets to Net Assets:						
Investment in General Capital Assets	\$ 3,863,554.35					
General Long-term Liabilities						
PG&E Streetlights Loan	-					
Meas. B Loan: Teen/Community Center	724,772.00					
OPEB Liability	2,678,440.47			OPEB Liability	2,125,075.07	2,139,107.45
CalPERS Pension Liability/Deferred Inflows-Outflows	534,291.05			CalPERS Pension Liability	384,963.21	456,504.74
Accrued Compensated Absences	78,689.49					1,375,759.00
TOTAL GENERAL LONG-TERM LIABILITIES	\$ 4,016,193.01					

McKinleyville Community Services District
Activity Summary by Fund, Approved Budget
June 2023

Department Summaries						% Year Remaining: 0.00%			Notes
	June	% of Year 100.00% YTD	Approved YTD Budget	Over (Under) YTD Budget	Over (Under) YTD Budget %	Total Budget	Remaining		
							Budget	Budget %	
Water									
Water Sales	365,553	4,026,102	4,434,226	(408,124)	-9.20%	4,434,226	408,124	9.20%	
Other Revenues	18,928	337,108	311,800	25,308	8.12%	311,800	(25,308)	-8.12%	
Total Operating Revenues	384,481	4,363,210	4,746,026	(382,816)	-8.07%	4,746,026	382,816	8.07%	
Salaries & Benefits	85,164	996,862	1,223,498	(226,636)	-18.52%	1,223,498	226,635	18.52%	Budget spread evenly across 12 months, but actuals vary by schedule
Water Purchased	100,364	1,230,774	1,210,000	20,774	1.72%	1,210,000	(20,774)	-1.72%	
Other Expenses	49,238	611,326	864,698	(253,372)	-29.30%	864,698	253,372	29.30%	Budget spread evenly across 12 months, but actuals vary by project & expenditure
Depreciation	33,333	399,996	400,000	(4)	0.00%	400,000	4	0.00%	
Total Operating Expenses	268,099	3,238,958	3,698,196	(459,238)	-12.42%	3,698,195	459,237	12.42%	
Net Operating Income	116,382	1,124,252	1,047,830	(842,054)		1,047,831	(76,422)		
Grants	-	196,620	1,599,000	(1,402,380)		1,599,000	1,402,380	87.70%	
Interest Income	16,997	92,506	50,000	42,506	85.01%	50,000	(42,506)	-85.01%	
Interest Expense	-	(25,112)	(215,801)	(190,689)	-88.36%	(215,801)	(190,689)	88.36%	
Total Non-Operating Income	16,997	264,014	1,433,199	(1,550,563)		1,433,199	1,169,185		
Net Income (Loss)	133,379	1,388,266	2,481,029	(2,392,617)		2,481,030	1,092,763		
Wastewater									
Wastewater Service Charges	364,911	4,085,815	4,371,210	(285,395)	-6.53%	4,371,210	285,395	6.53%	
Other Revenues	20,743	438,025	378,942	59,083	15.59%	378,942	(59,083)	-15.59%	
Total Operating Revenues	385,654	4,523,840	4,750,152	(226,312)	-4.76%	4,750,152	226,312	4.76%	
Salaries & Benefits	108,268	1,234,907	1,286,020	(51,113)	-3.97%	1,286,020	51,113	3.97%	
Other Expenses	77,327	799,018	1,123,506	(324,488)	-28.88%	1,123,506	324,488	28.88%	Budget spread evenly across 12 months, but actuals vary by project & expenditure
Depreciation	102,083	1,224,996	1,225,000	(4)	0.00%	1,225,000	4	0.00%	
Total Operating Expenses	287,679	3,258,921	3,634,526	(375,605)	-10.33%	3,634,526	375,605	10.33%	
Net Operating Income	97,976	1,264,919	1,115,626	149,293		1,115,626	(149,293)		
Grants	-	381,338	1,927,750	(1,546,412)	-80.22%	1,927,750	1,546,412	80.22%	
Interest Income	25,608	150,559	50,000	100,559	201.12%	50,000	(100,559)	-201.12%	
Interest Expense	-	(34,362)	(406,318)	(371,956)	-91.54%	(406,318)	(371,956)	91.54%	
Total Non-Operating Income	25,608	497,535	1,571,432	1,073,897		1,571,432	1,073,897	68.34%	
Net Income (Loss)	123,583	1,762,454	2,687,058	(924,604)		2,687,058	924,604		
Enterprise Funds Net Income (Loss)	256,962	3,150,720	5,168,087	(2,017,367)		5,168,088	2,017,367		

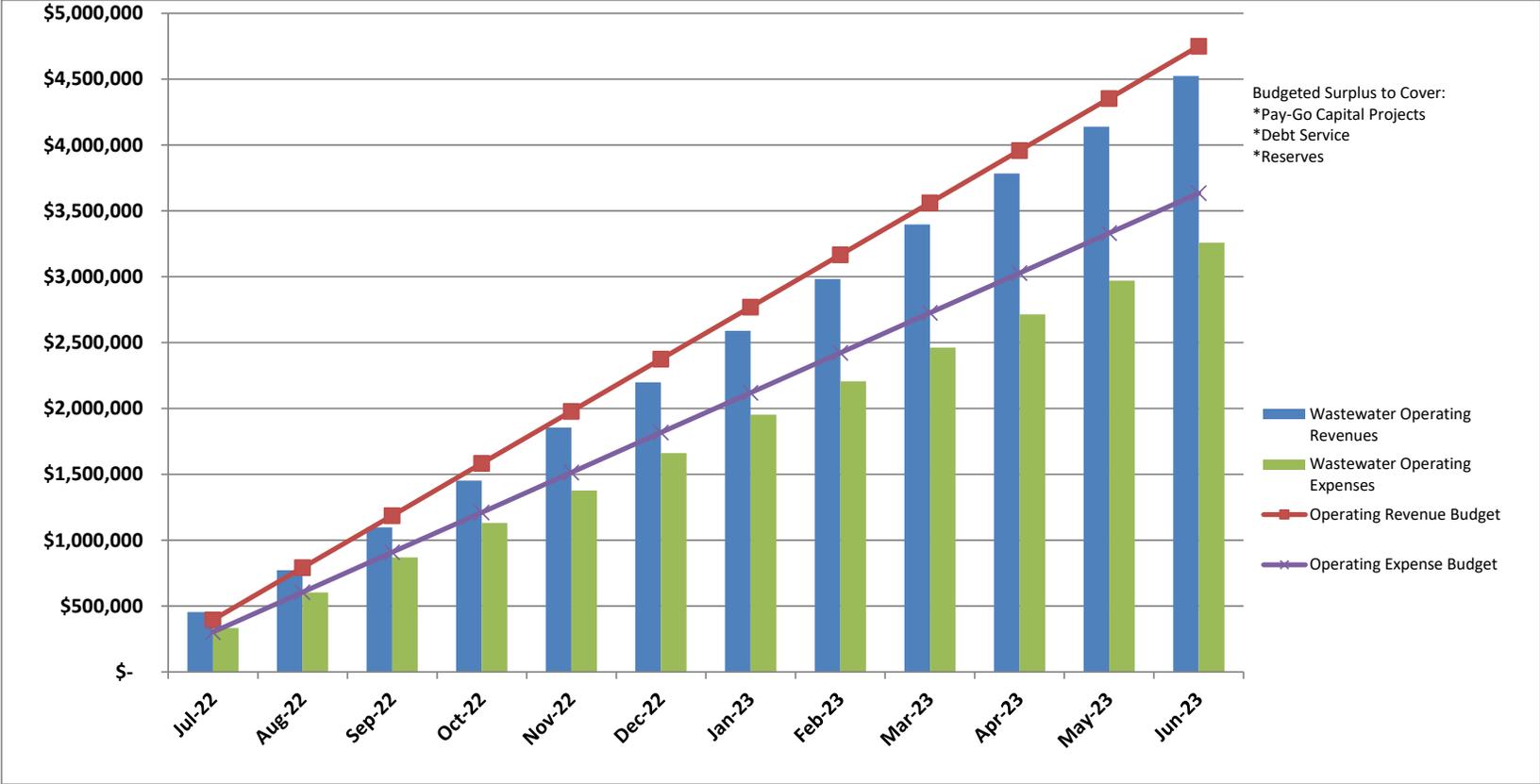
**McKinleyville Community Services District
June 2023**

Comparison of Water Fund Operating Revenues & Expenses to Budget



**McKinleyville Community Services District
June 2023**

Comparison of Wastewater Fund Operating Revenues & Expenses to Budget



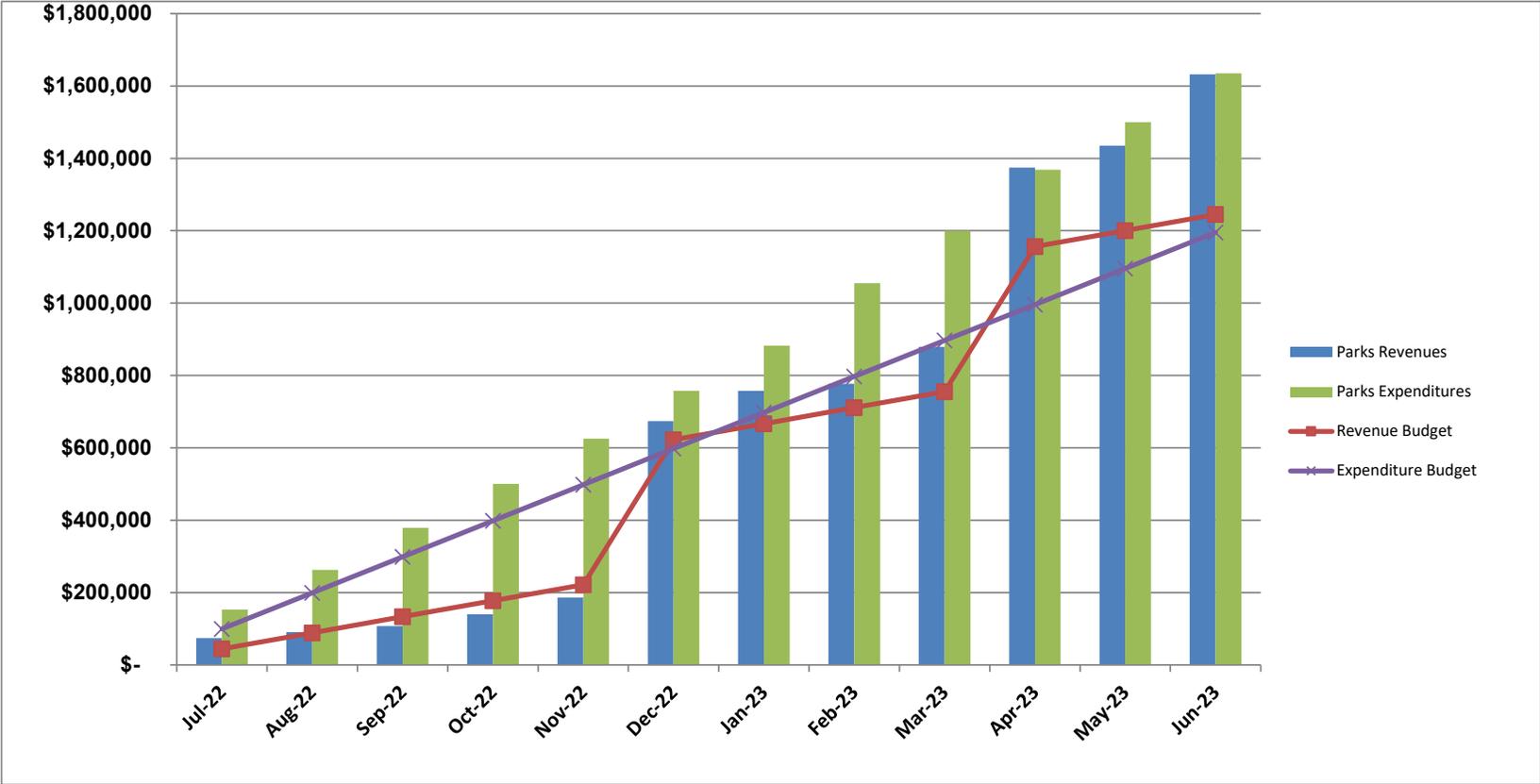
McKinleyville Community Services District
Activity Summary by Fund, Approved Budget
June 2023

Department Summaries						% Year Remaining: 0.00%			Notes
	June	% of Year 100.00% YTD	Approved YTD Budget	Over (Under) YTD Budget	Over (Under) YTD Budget %	Total Budget	Remaining Budget Budget %		
*Parks & Recreation									
Program Fees	104,840	374,260	237,880	136,380	57.33%	237,880	(136,380)	-57.33%	Budget spread evenly across 12 months, but actuals vary by schedule
Rents & Facility Related Fees	2,937	94,529	68,650	25,879	37.70%	68,650	(25,879)	-37.70%	
Property Taxes	49,392	733,794	712,575	21,219	2.98%	712,575	(21,218)	-2.98%	
Other Revenues	11,938	159,533	190,692	(31,159)	-16.34%	190,692	31,159	16.34%	Budget spread evenly across 12 months, but actuals vary by schedule
Interest Income	6,279	74,894	35,002	39,892	113.97%	35,002	(39,892)	-113.97%	
Total Revenues	175,385	1,437,009	1,244,799	192,210	15.44%	1,244,799	(192,210)	-15.44%	
Salaries & Benefits	83,741	1,085,315	584,258	501,057	85.76%	584,258	(501,057)	-85.76%	
Other Expenditures	33,024	286,424	611,171	(324,747)	-53.14%	611,171	324,747	53.14%	
Total Expenditures	116,764	1,371,739	1,195,429	176,310	14.75%	1,195,429	(176,310)	-14.75%	
Other Financing Sources: Grant Revenues	22,282	195,456	1,477,952	(1,282,496)	-86.78%	1,477,952	1,282,496	86.78%	
Capital Expenditures	18,458	263,754	1,016,667	(752,913)	-84.06%	1,525,000	1,261,246	82.70%	Budget spread evenly across 12 months, but actuals vary by project schedule
Excess (Deficit)	62,445	(3,028)	510,655	(513,683)		2,323	1,266,597		
*Measure B Assessment									
Total Revenues	15,531	239,919	227,304	12,615	5.55%	227,304	(12,615)	-5.55%	
Salaries & Benefits	8,701	96,812	67,288	29,524	43.88%	67,288	(29,524)	-43.88%	Budget spread evenly across 12 months; actuals vary by maintenance schedule
Other Expenditures	1,284	21,310	66,069	(44,759)	-67.75%	66,069	44,758	67.75%	Budget spread evenly across 12 months, but actuals vary seasonally
Capital Expenditures/Loan Repayment	174	112,841	93,674	19,167	20.46%	93,674	(19,167)	-20.46%	Budget is spread evenly across 12 months. Loan pmts are October & April
Total Expenditures	10,159	230,963	227,031	3,932	1.73%	227,030	(3,933)	-1.73%	
Excess (Deficit)	5,373	8,956	273	8,683		274	(8,682)		
*Street Lights									
Total Revenues	11,495	131,607	124,480	7,127	5.73%	124,480	(7,127)	-5.73%	
Salaries & Benefits	3,682	40,439	53,744	(13,305)	-24.76%	53,744	13,305	24.76%	Budget spread evenly across 12 months; actuals vary by maintenance schedule
Other Expenditures	4,400	50,671	36,775	13,896	37.79%	36,775	(13,896)	-37.79%	
Capital Expenditures/Loan Repayment		-	47,000	(47,000)	-100.00%	47,000	47,000	100.00%	Budget spread evenly across 12 months, but actuals vary by project
Total Expenditures	8,082	91,110	137,519	(46,409)	-33.75%	137,519	46,409	33.75%	
Excess (Deficit)	3,413	40,497	(13,039)	(53,536)		(13,039)	(53,536)		
Governmental Funds Excess (Deficit)	71,231	46,425	497,889	(451,464)		(10,443)	1,204,378		

*Governmental Funds use a modified accrual basis of accounting per GASB

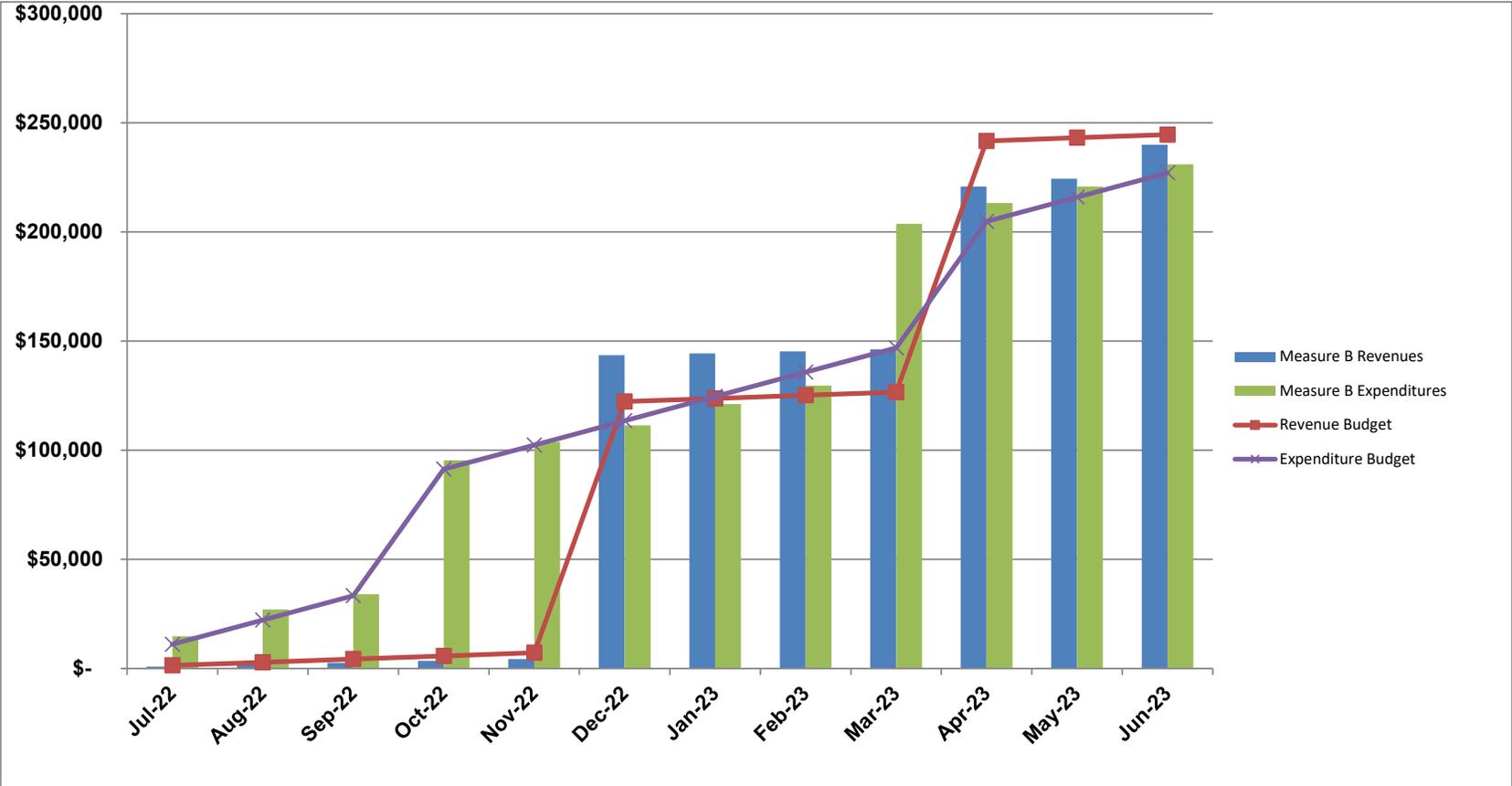
**McKinleyville Community Services District
June 2023**

Comparison of Parks & Recreation Total Revenues & Expenditures to Budget



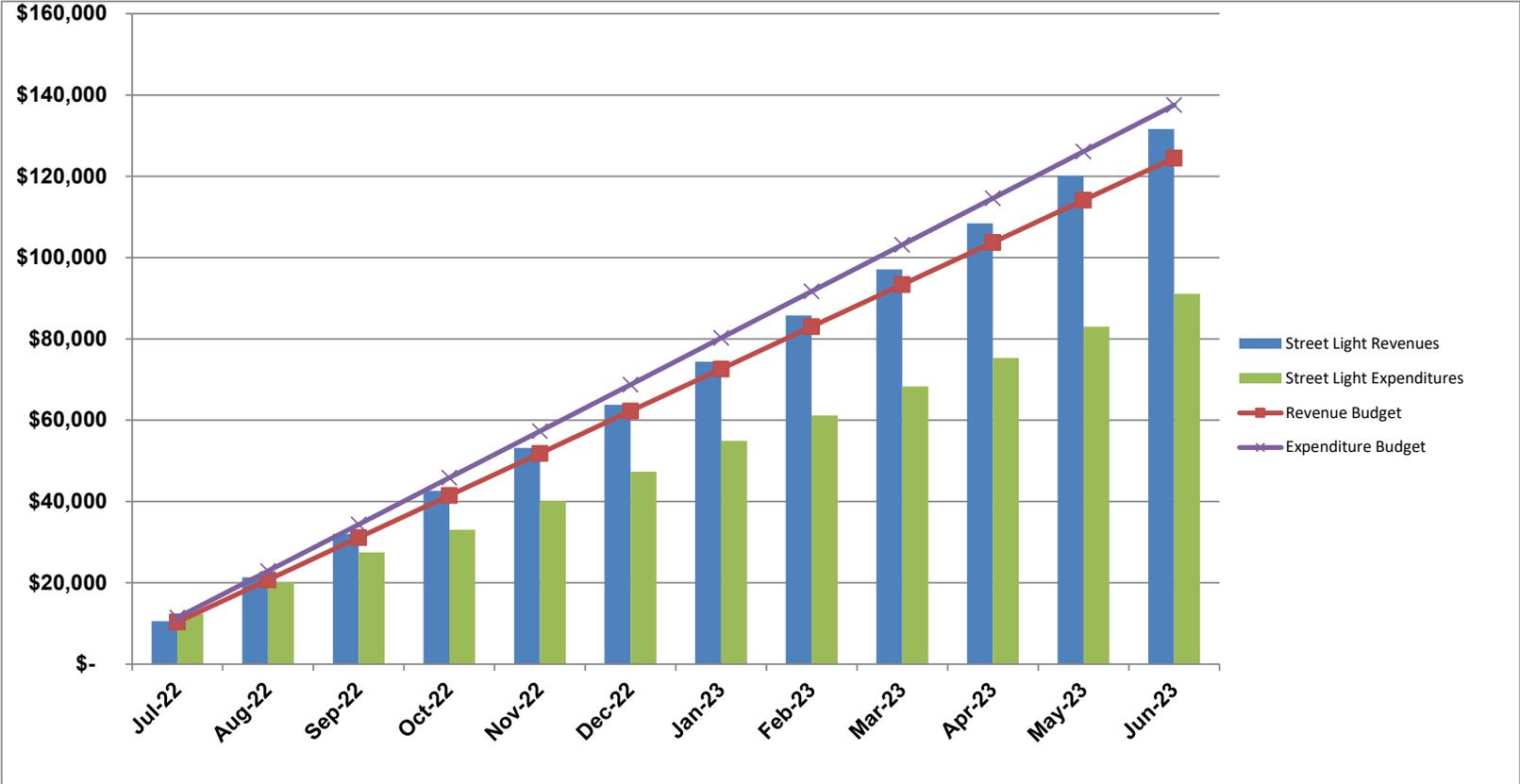
**McKinleyville Community Services District
June 2023**

Comparison of Measure B Fund Total Revenues & Expenditures to Budget



**McKinleyville Community Services District
June 2023**

Comparison of Street Light Fund Total Revenues & Expenditures to Budget



**McKinleyville Community Services District
Capital Expenditure Report
as of June 30, 2023**

	June	YTD Total	FY 22-23 Budget	Remaining		Notes
				Budget \$	Budget %	
Water Department						
Norton Tank Tree Service	-	-	10,000	10,000	100%	
Water Tank Painting	-	671,632	749,000	77,368	10%	Water Tank Painting & Cathodic
4.5m New Water Tank	16,257	596,986	2,132,000	1,535,014	72%	Drilling, LACO Assoc.
Production Meter Replacements	-	-	8,000	8,000	100%	Production Meter Replacement
McCluski Tank	26,337	26,337	-	(26,337)	#DIV/0!	McCluski Tank3 Replace Roof Vents
Emergency Generator-Cochran	-	-	50,000	50,000	100%	CochranEmergency Generator
Fire Hydrant System Upgrade	-	-	7,000	7,000	100%	Fire Hydrant System Upgrade
Blake Station Upgrades	-	-	-	-	#DIV/0!	Blake Station Upgrades
Digital Control & Radio Telemetry Upgrade	-	-	10,000	10,000	100%	Radio Telemetry upgrade
Water Main Rehab & Replacement	887,878	1,620,756	2,500,000	879,244	35%	Water Main Rehab
Property Purchase- Tank Site	-	-	-	-	#DIV/0!	Property Purch/Imprv.Tank Site
Subtotal	930,471	2,915,710	5,466,000	2,550,290	47%	
Wastewater Department						
Sewer Main Rehab & Replacement	6,121	205,257	1,500,000	1,294,743	86%	Sewer Main Rehab
WWMF Sludge Disposal - next	-	-	200,000	200,000	100%	Sludge handling/disposal
WWMF Engineering Study	-	-	70,000	70,000	100%	
WWMF Pond Armoring	-	73,855	75,000	1,145	2%	WWMF Pond Armoring
WWMF Secondary Effluent Motor	-	-	6,000	6,000	100%	WWMF Secondary Effluent Motor
Collection Upgrades-UndercrossingsProj	-	90	1,149,000	1,148,910	100%	Collection System upgrades
Fischer Lift Station Generator	-	-	40,000	40,000	100%	Fischer Lift Stn Generator
Solar Project - CWSRF Grant/Loan	4,959	99,714	1,060,000	960,286	91%	WWMF Solar Project
WWMF - CEQA/ NPDES Permit	-	-	25,000	25,000	100%	NPDES Permit Project
Underground pipe locator & camera	-	-	5,000	5,000	100%	Underground pipe locator & camer
SCBA Apparatus and Bottles	-	-	6,000	6,000	100%	WWMF Lab Cabinets
Sewer Main Camera Replacement	-	2,584	30,000	27,416	91%	SwrLiftStnUpgrade-Letz
Subtotal	11,080	381,499	4,166,000	3,784,501	91%	
Water & Wastewater Operations						
Heavy Equipment	-	-	130,000	130,000	100%	backhoe, aircompressor
Utility Vehicles	-	-	40,000	40,000	100%	CCTV truck, 3/4 or 1-ton Pickup
Office, Corporate Yard & Shops	-	4,000	170,000	166,000	98%	Facilities upgrade/sealcoat
Computers & Software	-	-	18,000	18,000	100%	Server, PCs, GIS/SEMS/CADD
Fischer Ranch - Reclamation Site Upgrade (tree fa	2,726	41,036	100,000	58,964	59%	Match to 3rd party grant funding
Fischer Ranch - Barn & Fence upgrades, Irrig	63	12,817	50,000	37,183	74%	Barn/ house/ fence, Irrig. pipe, Unc
Office Remodel	6,169	26,845	360,000	333,155	93%	Purch property behind main offc
Small Equipment & Other	-	-	20,000	20,000	100%	Misc,response, & GPS surveying
Subtotal	-	84,698	888,000	803,302	90%	
Enterprise Funds Total	950,510	3,381,907	10,520,000	7,138,093	68%	
Parks & Recreation Department						
BMX Park	18,631	172,466	800,000	627,534	78%	BMX Park
Hiller Park & Sports Complex	-	-	-	-	#DIV/0!	Hiller Sports Sealcoat-CountyGrant
Pierson Park - Landscaping & signage	-	-	98,000	98,000	100%	Pierson Pk-Landscape & signage
Azalea Hall Projects	-	57,063	187,000	129,937	69%	Major appliance replacemt
McKinleyville Activity Center Upgrades	-	-	-	-	#DIV/0!	Flooring replacement
Law Enforcement Facility Improvements	-	-	16,000	16,000	100%	LEF flooring/Library Carpet
Projects Funded by Quimby/Grants/ Other	-	-	400,000	400,000	100%	CommForest,SkatePk,LandAcq
Other Parks Projects & Equipment	-	-	24,000	24,000	100%	Utility truck from Ops?
Subtotal	18,631	229,528	1,525,000	667,937	44%	
Streetlights						
LED Repairs	-	-	5,000	5,000	100%	
Pole Inspection	-	-	42,000	42,000	100%	Pole Inspection/Replacement
Subtotal	-	-	47,000	47,000	100%	
Governmental Funds Total	18,631	229,528	1,572,000	714,937	45%	
All Funds Total	969,141	3,611,436	12,092,000	7,853,030	65%	

McKinleyville Community Services District
Summary of Grants
as of June 30, 2023

District Grants	Total Grant Amount	Required District Match	Estimated District Asset Value
CalOES Hazard Mitigation Grant - 4.5 mg Tank	\$ 7,576,448	\$ 1,894,112	\$ 9,553,440
Northcoast Resource Partnership - 4.5 mg Tank	\$ 879,209	\$ -	
CalOES Hazard Mitigation Grant - Sewer Undercrossings	\$ 2,538,300	\$ 846,100	\$ 2,137,000
SWRCB Energy Efficiency Grant/Loan	\$ 2,500,000	\$2,500,000 Loan	\$ 4,100,000
CA State Dept of Parks & Rec - Habitat Conservation Fund	\$ 56,600	\$ -	\$ 56,600
State of CA Prop 68 - BMX Track	\$ 2,331,375	\$ -	\$ 2,331,375
State of CA Prop 68 Per Capita - Azalea Hall Upgrades	\$ 177,952	\$ -	\$ 177,952
Recycled Water Grant	\$ 150,000	\$ -	\$ 50,000

Non-District Grants	Total Grant Amount	Required District Match	Estimated District Asset Value
CalTrout US Fish & Wildlife - Mad River Restoration	\$ 20,000	\$ -	\$ 20,000
CalTrout NOAA - Mad River Restoration	\$ 490,167	\$ 48,000	\$ 300,000
Trust for Public Lands	\$ 3,858,378	\$ -	\$ 3,858,378

**McKinleyville Community Services District
Summary of Long-Term Debt Report
as of June 30, 2023**

**Principal Maturities and
Scheduled Interest**

	Maturity			Balance- Mar	Balance- June	Principal Maturities and Scheduled Interest	
	%	Date		31, 2023	30, 2023	FY-23	Thereafter
Water Fund:							
I-Bank		8/1/30	P	476,538.79	476,538.79	-	476,538.81
Interest	3.37%		I			-	67,028.60
State of CA Energy Commission (ARRA)		12/22/26	P	48,700.45	42,717.87	-	42,717.67
Interest	1.0%		I			-	859.98
State of CA (Davis Grunsky)		1/1/33	P	1,087,383.49	1,087,383.49	-	1,087,383.49
State of CA (Davis Grunsky) Deferred Interest		1/1/33	P	170,345.85	170,345.85	-	170,345.85
Interest	2.5%		I			-	155,047.44
COPS - Series 2021A, Water Fund		8/1/51	P	4,767,089.85	4,767,089.85	-	4,767,089.85
Interest	2.93%	8/1/51	I	-	-	-	2,555,737.50
Total Water Fund-Principal				6,550,058.43	6,544,075.85	-	6,544,075.67
Total Water Fund-Interest						-	2,778,673.52
Total Water Fund				6,550,058.43	6,544,075.85	-	9,322,749.19
Wastewater Fund:							
WWMF SRF Loan		7/31/47	P	13,573,682.87	13,573,682.87	-	13,573,682.87
Interest	1.6%		I			-	3,002,119.13
Chase Bank (Pialorsi Property)		3/8/35	P	1,243,600.00	1,243,600.00	-	1,243,600.00
Interest	2.9%		I	-	-	-	153,015.55
COPS - Series 2021B, Wastewater Fund		9/15/51	P	3,870,124.10	3,811,759.63	-	3,811,759.63
Interest	2.93%	9/15/51	I	-	-	-	2,056,175.00
Total Wastewater Fund-Principal				18,687,406.97	18,629,042.50	-	18,629,042.50
Total Wastewater Fund-Interest						-	5,211,309.68
Total Sewer Fund				18,687,406.97	18,629,042.50	-	23,840,352.18
Meas. B Fund: Teen/Comm Center Loan		11/1/29	P	775,024.00	724,772.00	-	724,772.00
	3.55%		I			-	94,344.18
Total Principal				26,012,489.40	25,897,890.35	-	25,897,890.17
Total Interest						-	8,084,327.38
Total				26,012,489.40	25,897,890.35	-	33,982,217.55

Non-debt Long Term Liabilities, District-wide

OPEB Liability	6,942,622.99
CalPERS Pension Liability	1,375,759.00

**McKinleyville Community Services District
Cash Disbursement Detail Report
For the Period June 1 through June 30, 2023**

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
Accounts Payable Disbursements						
41194	6/1/2023	*0082	CUSTOMER REFUND SECURITY	100.00	C30526	CUSTOMER REFUND SECURITY
41195	6/1/2023	*0083	SECURITY DEPOSIT REFUND M	100.00	C30526	SECURITY DEPOSIT REFUND M
41196	6/1/2023	*0084	YOUTH BASKETBALL REFUND	75.00	C30530	YOUTH BASKETBALL REFUND
41197	6/1/2023	ACW01	CB&T/ACWA-JPIA	13,009.98	699,455	GRP. HEALTH INS
41198	6/1/2023	ALV04	FLEX SPENDING - CHILD CAR	235.00	C30531	FLEX SPENDING - CHILD CAR
41199	6/1/2023	BAD01	BADGER METER, Inc.	362.16	80,129,095	SUBSCRIPTIONS
41200	6/1/2023	COA01	COASTAL BUSINESS SYSTEMS	1,015.55	34,048,192	OFFC EQUIP LEAS
41201	6/1/2023	COR01	CORBIN WILLITS SYSTEMS, I	1,059.36	C305151	MONTHLY FEE
41202	6/1/2023	COU02	HUMBOLDT COUNTY ASSESSOR	352.85	C30531	MCSO SPECIAL REPORT COST
41203	6/1/2023	FED01	FedEx Office	396.34	813,710,718	LAB TESTS TREATMENT
				608.32	814,429,713	LAB TESTS TREATMENT
			Check Total:	<u>1,004.66</u>		
41204	6/1/2023	GHD01	GHD	3,698.00	800,032,701	WATER RECYCLING PLAN WWMF
41205	6/1/2023	GRS01	G R SUNDBERG, INC.	417,050.00	C30526	WTR/SWR MAIN REHAB & REPL
41206	6/1/2023	HAR13	The Hartford - Priority A	459.00	182,225,002	GRP. HEALTH INS
41207	6/1/2023	INF03	INFINITE CONSULTING SERVI	388.96	10,818	
				3,219.12	10,821	ACROBAT ADOBE/DESIGN RNWL
			Check Total:	<u>3,608.08</u>		
41208	6/1/2023	LES01	LES SCHWAB TIRE CENTER	97.17	600,539,415	REPAIRS FOR TRUCK 22
41209	6/1/2023	PGE05	PGE	514.12	C30526	GAS & ELECTRIC S.L.- ZONE
41210	6/1/2023	PGE06	PG&E-STREETLIGHTS	23.65	C30526	GAS & ELECTRIC S.L.- ZONE
41211	6/1/2023	PGE07	PG&E STREETLIGHTS	1,487.05	C30526	GAS & ELECTRIC
41212	6/1/2023	PGE08	PGE STREETLIGHTS	22.84	C30526	GAS & ELECTRIC S.L.- ZONE
41213	6/1/2023	PGE11	PGE STREETLIGHTS	21.08	C30530	GAS & ELECTRIC SEWER PUMP
41214	6/1/2023	PGE12	PGE	273.56	C30530	GAS & ELECTRIC HILLER SPO
41215	6/1/2023	STA03	STATE OF CALIFORNIA	13,480.58	307D50016	DAVID-GRUNSKY ACT
41216	6/1/2023	STA11	STAPLES CREDIT PLAN	343.72	C30531	OFFICE SUPPLIES
41217	6/1/2023	THR02	DAZEY'S SUPPLY	25.09	C30526	REPAIRS/SUPPLY TREATMENT
41218	6/1/2023	TPX01	TPx COMMUNICATIONS	2,766.75	707,367,350	INTERNET SERVICES
41219	6/1/2023	VER01	VERIZON WIRELESS	66.26	935,448,364	PAGING/ALARMS
41220	6/1/2023	WAH02	WAHLUND CONSTRUCTION INC.	6,750.00	2,303,601	ELECTRICAL SERVICES
41221	6/1/2023	WES13	WESTERN WEB	1,953.41	C30531	NEWSLETTER POSTAGE
				(1,953.41)	C30531u	Ck# 041221 Reversed
			Check Total:	<u>-</u>		
41222	6/1/2023	IB019	MQ CUSTOMER REFUND FOR BR	17.88	000C30601	MQ CUSTOMER REFUND FOR BR
41223	6/1/2023	ID014	MQ CUSTOMER REFUND FOR DE	16.54	000C30601	MQ CUSTOMER REFUND FOR DE

41224	6/1/2023	IE002	MQ CUSTOMER REFUND FOR DE	45.45	000C30601	MQ CUSTOMER REFUND FOR ES
41225	6/1/2023	IF009	MQ CUSTOMER REFUND FOR DE	21.68	000C30601	MQ CUSTOMER REFUND FOR FU
41226	6/1/2023	IG017	MQ CUSTOMER REFUND FOR DE	39.17	000C30601	MQ CUSTOMER REFUND FOR GA
41227	6/1/2023	IG021	MQ CUSTOMER REFUND FOR DE	120.00	000C30601	MQ CUSTOMER REFUND FOR GU
41228	6/1/2023	IH014	MQ CUSTOMER REFUND FOR DE	63.86	000C30601	MQ CUSTOMER REFUND FOR HA
41229	6/1/2023	IH015	MQ CUSTOMER REFUND FOR DE	60.23	000C30601	MQ CUSTOMER REFUND FOR HW
41230	6/1/2023	IJ016	MQ CUSTOMER REFUND FOR DE	65.96	000C30601	MQ CUSTOMER REFUND FOR JA
41231	6/1/2023	IK004	MQ CUSTOMER REFUND FOR DE	41.75	000C30601	MQ CUSTOMER REFUND FOR KI
41232	6/1/2023	IM023	MQ CUSTOMER REFUND FOR DE	15.30	000C30601	MQ CUSTOMER REFUND FOR ME
41233	6/1/2023	IN006	MQ CUSTOMER REFUND FOR DE	44.42	000C30601	MQ CUSTOMER REFUND FOR NO
41234	6/1/2023	IT010	MQ CUSTOMER REFUND FOR TH	34.90	000C30601	MQ CUSTOMER REFUND FOR TH
41235	6/6/2023	70,701	707 PEST SOLUTIONS	445.00	C30605	PEST SOLUTIONS
41236	6/6/2023	ACC04	ACCURATE DRUG TESTING SER	100.00	8,620	DOT PHYSICAL EXAM
41237	6/6/2023	BAS01	PACE ANALYTICAL SERVICES	659.56	230,452,628	LAB TESTS TREATMENT
41238	6/6/2023	INF02	INFOSEND	3,403.32	240,396	POSTAGE AND MAILING
41239	6/6/2023	2-Mar	ASHLEY MARINO	19.98	C30605	EMPLOYEE REIMBURSEMENT
41240	6/6/2023	2-May	DENNIS MAYO	125.00	C30605	DIRECTORS FEES 5-3-2023
41241	6/6/2023	MEN01	MENDES SUPPLY CO.	1,421.91	C30606	REPAIRS/SUPPLY
41242	6/6/2023	MIL01	Miller Farms Nursery	318.29	C30606	REPAIRS/SUPPLY
41243	6/6/2023	NOR13	NORTHERN CALIFORNIA SAFET	120.00	29,115	SAFETYTRAININGSUP
41244	6/6/2023	ORE01	O'REILLY AUTOMOTIVE, INC.	127.23	C30606	REPAIRS/SUPPLY
41245	6/6/2023	SDR01	SDRMA	55,059.21	73,490	WORKERS COMPENSATION PROG
			Check Total:	<u>242.07</u>	C30605	PROPERTY LIABILITY PACKAG
				<u>55,301.28</u>		
41246	6/6/2023	STA11	STAPLES CREDIT PLAN	491.00	C30606	OFFICE SUPPLIES
41247	6/6/2023	STR01	STREAMLINE	300.00	DF9E70031	SUBSCRIPTIONS
41248	6/6/2023	THO03	DUSTIN THOMPCKINS	1,000.00	C30606	DJ SERVICES JUNE 9 2023
41249	6/6/2023	USP01	USPS POSTMASTER	460.00	C30605	PO BOX RENEWAL ANNUAL FEE
41250	6/6/2023	USP02	USPS: ARCATA BMEU	1,953.41	C30605	NEWS LETTER POSTAGE
41251	6/6/2023	VAL01	VALLEY PACIFIC PETROLEUM	4,408.72	L23636611	GAS/OIL/LUBE
			Check Total:	<u>(4,408.72)</u>	L23636611u	Ck# 041251 Reversed
				<u>1,076.29</u>	L23637177	FUEL PURCHASE
				<u>(1,076.29)</u>	L23637177u	Ck# 041251 Reversed
				<u>-</u>		
41252	6/14/2023	*0085	CYPRESS GROVE CHEESE	151.50	C30609	PIERSON PARK WITHDRAWL
41253	6/14/2023	*0086	CUSTOMER REFUND #2964	46.75	C30614	CUSTOMER REFUND #2964
41254	6/14/2023	AMA01	AMAZON CAPITAL SERVICES	1,534.25	TT6LV94CW	OFFICE SUPPLIES
41255	6/14/2023	ASC02	ASCAP	13.75	394,237	LIC FEE ADJ:CPI
41256	6/14/2023	BIN02	SCOTT BINDER	30.00	C30609	ACWA SPRING CONFERENCE RE
41257	6/14/2023	DEP05	DEPARTMENT OF JUSTICE	96.00	659,509	FINGERPRINTING
41258	6/14/2023	GHD01	GHD	254.08	800,032,982	MCSD MICROGRID CM
				<u>52,510.65</u>	800,033,158	MCSD CENTRAL AVE SEWER MA

				119.55	800,033,462	AGREEMENT NO 2021-16
Check Total:				<u>52,884.28</u>		
41259	6/14/2023	HUM01	HUMBOLDT BAY MUNICIPAL WA	99,681.34	C30609	WTR PURCHASED
41260	6/14/2023	HUM08	HUMBOLDT SANITATION	770.15	35X02655	1656 SUTTER RD - TRASH SE
				642.15	35X02656	1705 GWIN RD TRASH SERVIC
				320.15	35X02657	675 HILLER RD TRASH SERVI
				642.15	35X02789	1620 PICKETT RD TRASH SER
Check Total:				<u>2,374.60</u>		
41261	6/14/2023	HUM41	HUMBOLDT WASTE	180.00	7,877	WASTE DISPOSAL
41262	6/14/2023	INF03	INFINITE CONSULTING SERVI	4,714.20	10,852	MONTHLY FEE
41263	6/14/2023	LEW01	THE LEW EDWARDS GROUP	6,000.00	3	PROFESSIONAL SERVICES AGR
41264	6/14/2023	MAY03	DENNIS MAYO	631.71	C30612	TRAVEL REIMBURSEMENT
41265	6/14/2023	MCK04	MCK ACE HARDWARE	383.01	C30613	REPAIRS/SUPPLY
41266	6/14/2023	MIT01	MITCHELL LAW FIRM	1,054.50	288	LEGAL FEES
41267	6/14/2023	MIT02	MITEL	775.25	43,483,294	INTERNET
41268	6/14/2023	NOR35	NORTHERN HUMBOLDT	677.63	ES23-154	WEEDING AND MULCHING AT C
41268	6/14/2023	NOR35	NORTHERN HUMBOLDT	622.19	ES23-155	GROUND WORK AT PIERSON PA
Check Total:				<u>1,299.82</u>		
41269	6/14/2023	PAC01	PACIFIC UNION SCHOOL PTO	1,370.50	C30614	MIDDLE SCHOOL DANCE
41270	6/14/2023	PGE01	PG & E (Office & Field)	16,519.93	C30612	GAS & ELECTRIC
41271	6/14/2023	PGE15	PG&E CFM/PPC DEPARTMENT	3,300.19	C30613	NGOM SMART METER
41272	6/14/2023	THO02	Thomas Home Center	555.49	C30612	REPAIRS/SUPPLY
41273	6/14/2023	UMP01	UMPQUA COMMERCIAL CARD OP	2,280.58	0623BD	TRAVEL/TRAINING/SUPPLIES
				59.70	0623JH	TRAVEL/TRAINING/SUPPLIES
				61.75	0623LF	TRAVEL/TRAINING/SUPPLIES
				2,326.33	0623NA	TRAVEL/TRAINING/SUPPLIES
				412.54	0623PF	TRAVEL/TRAINING/SUPPLIES
				779.05	0623PARKS	TRAVEL/TRAINING/SUPPLIES
Check Total:				<u>5,919.95</u>		
41274	6/14/2023	VAL01	VALLEY PACIFIC PETROLEUM	1,076.29	23637177R	GAS/OIL/LUBE
41275	6/14/2023	VAL02	VALLEY PACIFIC	4,408.72	L23636611	GAS/OIL/LUBE
41276	6/14/2023	WEI02	DYLAN WEIR	43.94	C30612	EMPLOYEE REIMBURSEMENT
41277	6/21/2023	*0087	TWO FEATHERS NAFS	100.00	117,009	CUSTOMER REFUND DEPOSIT A
41278	6/21/2023	*0088	AMANDA BRUCE	100.00	117,008	CUSTOMER REFUND SECURITY
41279	6/21/2023	ATT04	ATT	856.98	717,759,702	TELEMETRY
41280	6/21/2023	COA01	COASTAL BUSINESS SYSTEMS	1,057.85	34,259,888	OFFC EQUIP LEAS
41281	6/21/2023	FAS02	FASTRAK INVOICE PROCESSIN	7.00	163,513,365	BRIDGE TOLL INVOICE
41282	6/21/2023	GHD01	GHD	778.50	0-0030649	MCSO ASSISTANCE FUNDING
41283	6/21/2023	JON04	ERIK M. JONES	97.64	C30619	HARBOR FREIGHT WRENCH SET
41284	6/21/2023	KEN02	KENNEDY/JENKS CONSULTANTS	16,256.85	164,312	4.5 MG TANK
41285	6/21/2023	MCK06	MCKINLEYVILLE SCHOOLS PTO	913.50	C30621	MIDDLE SCHOOL DANCE 6-9-2
41286	6/21/2023	MEY01	SETH MEYNELL	294.96	C30619	EMPLOYEE REIMURSEMENT SAF
				155.00	6,152,022	EMPLOYEE REIMBURSEMENT -E
Check Total:				<u>449.96</u>		
41287	6/21/2023	MUN02	MUNICIPAL MAINTENANCE	2,182.28	10,100	OMNEX TRANSMITTER
41288	6/21/2023	NIL01	NILSEN FEE & GARDEN	701.36	440484/1	SUPPLIES

41289	6/21/2023	NOR01	NORTH COAST LABORATORIES	4,205.00	C30619	LAB TESTS
41290	6/21/2023	NOR10	NORTH COAST APPLIANCE	591.55	10,214	NEW REFRIGERATOR
41291	6/21/2023	PAC02	PACIFIC LEGACY	166.40	71,012,304	CollectionSys-Undercrossg
41292	6/21/2023	PAC05	PACIFIC ECORISK	1,032.67	19,063	TOXICITY TESTING
41293	6/21/2023	PGE10	PGE STREETLIGHTS	4.88	C30619	GAS & ELECTRIC S.L.- ZONE
41294	6/21/2023	THR01	THRIFTY SUPPLY COMPANY	493.48	C30619	PARTS AND SUPPLIES
41295	6/21/2023	TRE05	JOHN TREWIN	138.74	C30621	EMPLOYEE REIMBURSEMENT SA
41296	6/21/2023	WES13	WESTERN WEB	1,131.54	29,401	NEWSLETTER PRINTING
41297	6/28/2023	BAR04	BARBER & GONZALES LLC	10,000.00	1,274	FACILITATION PER DAY
41298	6/28/2023	COR01	CORBIN WILLITS SYSTEMS, I	1,059.36	C30626	MONTHLY FEE
41299	6/28/2023	INF03	INFINITE CONSULTING SERVI	6,983.01	10,906	INTERNET SET UP AT HILLER
41300	6/28/2023	KEN02	KENNEDY/JENKS CONSULTANTS	10,878.38	164,203	MCCLUSKI TANK REPLACEMENT
41301	6/28/2023	LDA01	LDA PARTNERS	6,169.00	5/6350222	ARCHITECTURAL SERVICES
41302	6/28/2023	MAD02	MAD RIVER UNION	70.00	C30626	NEWS PAPER
41303	6/28/2023	2-May	DENNIS MAYO	250.00	C30628	DIRECTORS FEES 6-7 & 6-12
41304	6/28/2023	MDG01	MELTON DESIGN GROUP INC	18,457.70	6,338	2537 BMX TRACK AND PARK
41305	6/28/2023	NOR35	NORTHERN HUMBOLDT	500.09	ES23-170	WEEDING AT CENTRAL AVE
				921.55	ES23-171	GROUNDNS AT PIERSON PARK
			Check Total:	<u>1,421.64</u>		
41306	6/28/2023	PGE05	PGE	507.18	C30623	GAS & ELECTRIC S.L.- ZONE
41307	6/28/2023	PGE06	PG&E-STREETLIGHTS	23.35	C30623	GAS & ELECTRIC S.L.- ZONE
41308	6/28/2023	PGE07	PG&E STREETLIGHTS	1,466.73	C30623	GAS & ELECTRIC
41309	6/28/2023	PGE08	PGE STREETLIGHTS	22.50	C30623	GAS & ELECTRIC S.L.- ZONE
41310	6/28/2023	PGE09	PGE-STREETLIGHTS	228.01	C30623	GAS & ELECTRIC S.L.- ZONE
41311	6/28/2023	PGE13	PGE	7.54	C30628	GAS & ELECTRIC OPEN SPACE
41312	6/28/2023	SDR01	SDRMA	157,602.73	73,929	LIABILITY GL, AL, E&O MEM
41313	6/28/2023	SMA02	SMARTHIRE	40.00	55,080	CREDIT REPORT
41314	6/28/2023	TPX01	TPx COMMUNICATIONS	2,766.75	718,238,260	INTERNET SERVICES
41315	6/28/2023	WIL09	WILLDAN FINANCIAL SERVICE	1,750.00	1,055,041	REVENUE CERT SERIES 2021A
				3,740.00	1,055,059	MEASURE B RENEWAL ANALYSI
				1,750.00	1,055,169	REVENUE CERT SERVIES 2021
			Check Total:	<u>7,240.00</u>		
D00085	6/7/2023	BIN01	BINDER, SCOTT	125.00	C30605	DIRECTORS FEES 5-3-2023
			ORSINI, GREG	125.00	C30605	DIRECTORS FEES 5-3-2023
			BITEMAN, JAMES	125.00	C30605	DIRECTORS FEES 5-3-2023
			COUCH, DAVID	125.00	C30605	DIRECTORS FEES 5-3-2023
			Check Total:	<u>500.00</u>		
D00086	6/28/2023	Var	BINDER, SCOTT	250.00	C30628	DIRECTORS FEES 6-7 & 6-12
			ORSINI, GREG	250.00	C30628	DIRECTORS FEES 6-7 & 6-12
			BITEMAN, JAMES	250.00	C30628	DIRECTORS FEES 6-7 & 6-12
			COUCH, DAVID	250.00	C30628	DIRECTORS FEES 6-7 & 6-12
			Check Total:	<u>1,000.00</u>		
			Total Disbursements Accounts Payable:	<u>997,840.66</u>		

Payroll Related Disbursements

19030	6/8/2023	CAL12	CalPERS 457 Plan	291.62	C30602	RETIREMENT
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			9,254.18	C30608 RETIREMENT
			799.68	1C30608 PERS 457 LOAN PMT
		Check Total:	<u>10,345.48</u>	
19031	6/8/2023	DIR01 DIRECT DEPOSIT VENDOR- US	42,502.02	C30608 Direct Deposit
19032	6/8/2023	EMP01 Employment Development	46.32	C30602 STATE INCOME TAX
19032	6/8/2023	EMP01 Employment Development	2,088.05	C30608 STATE INCOME TAX
			20.62	1C30602 SDI
			829.12	1C30608 SDI
		Check Total:	<u>2,984.11</u>	
19033	6/8/2023	HEA01 HEALTHEQUITY, ATTN: CLIEN	75.00	C30608 HSA
19034	6/8/2023	HUM29 UMPQUA BANK--PAYROLL DEP.	131.04	C30602 FEDERAL INCOME TAX
			7,707.06	C30608 FEDERAL INCOME TAX
			277.84	1C30602 FICA
			11,423.82	1C30608 FICA
			64.98	2C30602 MEDICARE
			2,671.70	2C30608 MEDICARE
		Check Total:	<u>22,276.44</u>	
19035	6/8/2023	ACW01 CB&T/ACWA-JPIA	57,961.80	C30531 MED-DENTAL-EAP INSUR
19036	6/8/2023	PUB01 Public Employees PERS	24,249.04	C30531 PERS PAYROLL REMITTANCE
	6/10/2023	Payroll	21,821.84	
19072	6/22/2023	CAL12 CalPERS 457 Plan	9,035.10	C30622 RETIREMENT
			799.68	1C30622 PERS 457 LOAN PMT
		Check Total:	<u>9,834.78</u>	
19073	6/22/2023	DIR01 DIRECT DEPOSIT VENDOR- US	41,512.16	C30622 Direct Deposit
19074	6/22/2023	EMP01 Employment Development	2,040.65	C30622 STATE INCOME TAX
			821.58	1C30622 SDI
		Check Total:	<u>2,862.23</u>	
19075	6/22/2023	HEA01 HEALTHEQUITY, ATTN: CLIEN	75.00	C30622 HSA
19076	6/22/2023	HUM29 UMPQUA BANK--PAYROLL DEP.	7,613.84	C30622 FEDERAL INCOME TAX
			11,342.76	1C30622 FICA
			2,652.72	2C30622 MEDICARE
		Check Total:	<u>21,609.32</u>	
	6/25/2023	Payroll	22,658.27	
		Total Disbursements, Payroll:	<u>280,767.49</u>	
Total Disbursements:			1,278,608.15	

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McKinleyville Community Services District

BOARD OF DIRECTORS

August 2, 2023

TYPE OF ITEM: **ACTION**

ITEM: D.4 **Consider Approval of the Senior Center Management Services and Usage Agreement between McKinleyville Community Services District and the McKinleyville Senior Center**

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

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

Recommendation:

Staff recommends that the Board review the information provided; take public comment and consider approving the Senior Center Management Services and Usage Agreement as is or with modifications, for a term of one (1) year and authorize the Board President to execute the Agreement.

Discussion:

For the past several years, the District and the McKinleyville Senior Center (MSC) have worked under a Management Services and Usage Agreement for the MSC use of Azalea Hall and the Meeting Room. The agreement for this year is consistent with the 2022 agreement, with the only change being to the monthly rate. This rate was increased by 4.5% and is reflective of one third the monthly cost of providing utilities and janitorial supplies at the facility.

The Management Services and Usage Agreement can be reviewed in **Attachment 1**. Section 16 was edited to reflect the new monthly rate of \$639.00. **Attachment 2** is Exhibit B, the Schedule of Use

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

MSC shall pay to DISTRICT an amount, agreed upon by both parties, of \$639.00 per month (a 4.5% increase from the 2022 Agreement), for utilities and janitorial supplies as provided in Section 4. The utility and janitorial supplies charge may be adjusted by DISTRICT, on an annual basis, in consultation with MSC.

Utility and supply costs for Azalea Hall average \$1917.00 per month.

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 - Senior Center Management Services and Usage Agreement
- Attachment 2 – Exhibit B, Schedule of Use

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McKINLEYVILLE COMMUNITY SERVICES DISTRICT
Azalea Hall – Senior Center
Management Services and Usage Agreement

This AGREEMENT made and entered into this _____ day of _____, 2023 by and between the McKinleyville Community Services District, a California Community Services District, and the McKinleyville Senior Center, a non-profit organization, with reference to the following facts, which are acknowledged as true and correct by each of the parties:

- (a) As used in this AGREEMENT, the following terms shall have the following definitions:
1. “AGREEMENT” shall mean the Management Services and Usage Agreement.
 2. “DISTRICT” shall mean the McKinleyville Community Services District.
 3. “MSC” shall mean the McKinleyville Senior Center.
 4. “Azalea Hall” shall mean the DISTRICT owned facility located at 1620 Pickett Road.
 5. “District Facilities” shall mean any facility owned and operated by the District available for public use.
 6. “General Manager” shall mean the employee of the DISTRICT serving in said capacity.
 7. “BOARD OF DIRECTORS” shall mean the five elected members of the McKinleyville Community Services District Board of Directors.
 8. “Facility Use Guidelines” shall mean those guidelines established in Article IV of the McKinleyville Community Services District Rules and Regulations, contained in the District Facility Use Handbook, and attached as Exhibit A, as well as any amendments to said documents, DISTRICT may adopt during the term of this Agreement.
 9. “Article IV of the McKinleyville Community Services District Rules and Regulations” shall mean the then current portion of the document containing the Rules and Regulations of the DISTRICT as adopted by the Board of Directors.
- (b) DISTRICT is the owner of Azalea Hall located at 1620 Pickett Road in McKinleyville.

- (c) MSC desires to occupy and use the Meeting Room at Azalea Hall as its primary base of operations and is willing to provide certain services to DISTRICT in consideration of said use and occupancy; and
- (d) MSC and DISTRICT each desires to secure and enter into an AGREEMENT in accordance with the foregoing; and
- (e) The documents which are part of the AGREEMENT, and each of which are incorporated herein by this reference as though set forth in full, are the following:
 - 1. Exhibit A: Article IV of the McKinleyville Community Services District Rules and Regulations
 - 2. Exhibit B: McKinleyville Senior Center Schedule for Use of Azalea Hall & Other District Facilities

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

Section 1. Grant of Facility Use

- 1.01. DISTRICT grants MSC use of Azalea Hall & Other District Facilities as specifically described in Exhibit B. Facility use is subject to modification as a result of the provisions described in Section 20 of this AGREEMENT.
- 1.02. MSC shall adhere to the most current facility usage guidelines as adopted by DISTRICT and attached as Exhibit A. DISTRICT Board of Directors shall have the right to modify the guidelines, from time to time, in its sole discretion and any modifications shall become binding on MSC immediately after adoption.

Section 2. Required MSC Services

- 2.01. During the term of this Agreement, DISTRICT may request MSC to provide certain services to DISTRICT. Tours of the facility for prospective renters are required by DISTRICT. Such other tasks as agreed upon in writing by both parties. MSC will not assume any obligation to provide any services in excess of those stated in this Agreement unless a written amendment to this Agreement is executed by both parties.

Section 3. Maintenance

- 3.01. DISTRICT shall provide weekly general maintenance for Azalea Hall and provide repairs as needed.

- 3.02. MSC shall provide daily janitorial maintenance including stocking of restroom supplies and ensure that any portion of Azalea Hall and/or other District Facilities used by MSC is kept clean, stocked and well maintained on a daily basis, so that the Facility is, at all times, in suitable condition for use by others.

Section 4. Utilities

- 4.01. MSC shall be responsible for the payment of telephone and internet charges incurred by MSC in its usage of Azalea Hall.
- 4.02. DISTRICT shall pay all utility charges incurred to provide heat, water, electricity, trash and alarm services to Azalea Hall except those utilities specifically agreed to be paid by MSC as outlined in this section.

Section 5. Equipment and Supplies Storage

- 5.01. Storage of MSC's equipment at Azalea Hall shall be at MSC's sole risk and DISTRICT shall not warrant security of stored materials.
- 5.02. Storage of MSC's equipment must not interfere or compromise access to facility amenities available to other facility users.

Section 6. Facility Use and Access

- 6.01. MSC agrees to comply with DISTRICT's established facility use guidelines, as defined in Article IV of the McKinleyville Community Services District Rules and Regulations, and attached as Exhibit A and incorporated by reference herein.
- 6.02. MSC agrees that in respect to the Hewitt Room and Kitchen, when in use by other patrons who have paid for use of that space, it is not accessible to Seniors during the time that it is in use by others.

It is the responsibility of the MSC staff and volunteers to make alternate arrangements for cooking, etc. to allow for uninterrupted use of the Hewitt Room and Kitchen by other users who have paid for use of the space.

- 6.03. MSC will sign for facility access keys; maintain custody of all keys during the term of this AGREEMENT; and return all keys upon completion of the term of this AGREEMENT. MSC shall not duplicate any keys or provide security codes to any other party. MSC will follow the procedures established by DISTRICT in opening building and closing building including activation and deactivation of alarm system. MSC will pay any charges levied resulting from false alarms caused by MSC's failure to comply with DISTRICT's security procedures. MSC will pay DISTRICT's actual cost to re-key Azalea Hall should MSC lose any key.

- 6.04. Should this AGREEMENT be terminated, MSC will surrender to DISTRICT, MSC's keys on or before the last day the AGREEMENT is still valid. Should this AGREEMENT be terminated, MSC also acknowledges that MSC's security codes will expire at Midnight on the last full day the Agreement is valid.

Section 7. Use of Equipment

- 7.01. MSC agrees not to use equipment owned by those other than MSC and DISTRICT and stored at Azalea Hall without first obtaining written approval from the owner of said equipment. A copy of written approval must be provided to the DISTRICT.

Section 8. Entry by DISTRICT

- 8.01. MSC shall permit DISTRICT, and DISTRICT's agents and assigns, at all reasonable times, to enter Azalea Hall (and those portions occupied by MSC), for the purposes of inspection, compliance with the terms of this AGREEMENT, exercise of all rights under this AGREEMENT, posting notices, and all other lawful purposes.

Section 9. Use Compatibility

- 9.01. MSC agrees that all use of Azalea Hall by MSC shall be conducted in a manner within the intended use of Azalea Hall and compatible with respect to the surrounding neighborhood and community.

Section 10. Site Improvements

- 10.01. Should MSC desire to have specific site improvements installed at Azalea Hall, MSC must first obtain written approval from the DISTRICT for such improvements and pay for all costs related to any pre-approved improvements.
- 10.02. It is understood and agreed between the parties that all installations, additions, and improvements constructed or installed at any time at Azalea Hall during the term of this AGREEMENT shall immediately become the property of and belong to the DISTRICT upon such construction or installation.

Section 11. Prohibited Actions

- 11.01. MSC shall not:

- 11.01.a. Use Azalea Hall for any purpose other than as authorized in this AGREEMENT and described in Exhibit B and authorized by DISTRICT; and
- 11.01.b. Perform or permit to be done anything which may interfere with the effectiveness and accessibility of Azalea Hall; nor perform or permit to be done anything which may interfere with free access and passage in Azalea Hall or the public areas adjacent thereto; or hinder police, fire fighting, or other emergency personnel in the discharge of their duties; and
- 11.01.c. Rent, sell, lease, or offer any space for any articles whatsoever within or on Azalea Hall without the prior written consent of the DISTRICT; and
- 11.01.d. Place any additional lock of any kind upon any door, cabinet, or storage space, unless a key therefore is provided to the DISTRICT, and, upon expiration or termination of this AGREEMENT, to surrender to DISTRICT any and all keys, and in the event of loss of any keys furnished by DISTRICT, MSC shall pay DISTRICT the cost for replacement thereof; and
- 11.01.e. Use or allow Azalea Hall to be used for any improper purposes or for purposes in violation of Article IV of the McKinleyville Community Services District Rules and Regulations, as the same may be modified from time to time by DISTRICT.

Section 12. Equal Opportunity and Non-Discrimination Clause

- 12.01. MCSD has zero tolerance for harassment or any other form of discriminatory behavior, as set forth in this Policy Against Discrimination. The District does not tolerate discrimination or harassment based on gender, pregnancy, childbirth (or related medical conditions), race, color, religion, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, family care or medical leave status, military or veteran status, or any other status protected by federal, state, or local law. MCSD requires that all contractors and /or vendors adhere to MCSD policy. MCSD will respond to any discriminatory behavior in an appropriate manner, including, but not limited to, termination of contract or vendor agreement, reporting to appropriate legal authorities or other appropriate responses. All incidences of discriminatory behavior are to be reported to the MCSD General Manager immediately.

MCSD will not tolerate harassment by its employees of Contractors and Vendors with whom District employees have a business, service or professional relationship. Additionally, the District will not tolerate harassment by Contractors and Vendors directed at employees or the

participants of programs or recipients of services provided by Contractors or Vendors.

For all communications, both written and electronic, MCSD does not tolerate any correspondence that degenerates into improper use. MCSD's technology resources are governed by District policies. Under no circumstances may anyone use MCSD's technology resources to transmit, receive, or store any information that is discriminatory, harassing, or defamatory in any way, such as sexually explicit or racially disparaging messages, jokes, or cartoons.

Section 13. Americans with Disabilities Act Compliance

- 13.01. DISTRICT shall indemnify, defend, and hold harmless MSC from any fines or penalties which may be imposed on MSC its pursuant to the Americans with Disabilities Act as a result of DISTRICT's failure to make any required improvements to the premises as required by the Americans with Disabilities Act.
- 13.02. MSC shall be responsible for compliance with any and all requirements of the Americans with Disabilities Act with respect to the operation of MSC programs and use of Azalea Hall for which MSC is responsible. MSC shall indemnify, defend, and hold harmless DISTRICT from any fines or penalties which may be imposed upon it pursuant to the Americans with Disabilities Act as a result of MSC's failure to comply with any requirement of the Americans with Disabilities Act with respect to the operation of MSC programs and use of Azalea Hall for which MSC is responsible.

Section 14. Compliance with Law

- 14.01. MSC shall comply with and conform to all laws and regulations, state, and federal and any and all requirements and orders of any state, or federal board or authority, present or future, in any way relating to the condition or use of Azalea Hall throughout the entire term of this AGREEMENT.

Section 15. Coordination, MSC Board and Staffing Requirements

- 15.01. DISTRICT Coordination and Staffing
 - 15.01.a. DISTRICT shall designate a Parks & Recreation employee who shall be the primary contact person with the MSC.
- 15.02. MSC Meeting and Coordination Requirements

- 15.02.a. During the term of this Agreement the MSC shall maintain an active Board of Directors which shall meet quarterly or as needed during each year this AGREEMENT is in effect.
- 15.02.b. DISTRICT General Manager, MCSD Board Liaison and MCSD Staff Liaison shall be invited to each MSC Executive Meeting, and Regular meeting of the MSC Board of Directors, and an item shall be included at the beginning of each MSC meeting agenda to address Azalea Hall and issues pertinent to this AGREEMENT. MCSD will appoint a Staff Liaison to facilitate communications and cooperation between the two entities.

Section 16. Compensation

- 16.01. MSC shall pay to DISTRICT an amount, agreed upon by both parties, of \$639.00 month, for utilities and janitorial supplies as provided in Section 4. The utility and janitorial supplies charge may be adjusted by DISTRICT, on an annual basis, in consultation with MSC.

Additional facility uses will be billed according to the most current non-profit hourly rate for that facility.

- 16.02. Additional facility use fees to be paid by MSC shall be outlined in Exhibit B.

16.03. Payment Procedure

- 16.03.a. MSC shall pay DISTRICT all sums required under this Agreement within thirty (30) days after receipt by MSC of payment statement for each month (or partial month) for which payments are due.

16.04. Delinquent Payment

- 16.04.a. In the event MSC shall be delinquent by more than fifteen (15) days in the payment of any sums due under the terms of this Section, such delinquencies shall be considered to be a breach of this AGREEMENT.

Section 17. Insurance

17.01. Minimum Scope

- 17.01.a. At MSC's cost, MSC shall obtain and maintain throughout the term of this AGREEMENT, comprehensive general public liability insurance, issued by an admitted carrier with a Best Company Rating of no less than "A" and acceptable to DISTRICT. Such

insurance shall provide coverage for MSC's actions in performing this AGREEMENT and use of Azalea Hall and insuring DISTRICT against loss or liability caused by or connected with MSC's occupation and use of Azalea Hall under this AGREEMENT. Insured amounts shall be not less than \$1,000,000.00 per occurrence and DISTRICT, its officers, agents, assigns, and employees shall be designated as additional insured pursuant to said policy.

17.02. Proof of Insurance

17.02.a. Prior to the commencement of this AGREEMENT and the inception of the term, MSC shall provide DISTRICT written notification from the insurance carrier, of the existence of such policies and shall also provide a certificate of insurance and separate endorsement in the amounts listed in 17.01. Coverage provided by the policy shall not be canceled or amended until the DISTRICT is first provided with at least thirty (30) days written notice concerning such cancellation or notice.

Section 18. Indemnity

18.01. Hold Harmless

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

Section 19. Unavoidable Delays

19.01. The provisions of this Section shall be applicable if there shall occur, during the term of this AGREEMENT, any (a) inability to obtain labor or materials, or reasonable substitutes (other than lack of funds); or (b) acts of God, governmental restriction, regulations or controls, enemy or hostile government, civil commotion, fire, or other casualty; or (c) other conditions similar to those enumerated in this Section beyond reasonable control of the party obligated to perform (other than lack of funds). If DISTRICT or MSC shall, as the result of any of the above-described events, fail to

provide or perform any obligation on its part under this AGREEMENT, then upon written notification to the other within ten (10) days of such event, such failure shall be excused and not be a breach of this AGREEMENT by the party claiming unavoidable delay, but only to the extent occasioned by such event. Notwithstanding anything contained herein to the contrary, this Section shall not be applicable to the obligation of the DISTRICT or MSC to pay any sums, monies, costs, charges, or expenses required paid pursuant to the terms of this AGREEMENT.

Section 20. Amendments and Assignments

- 20.01. This AGREEMENT contains the complete and final AGREEMENT between DISTRICT and MSC. No AGREEMENT or other understanding in any way purporting to modify, add to, or supersede the terms and conditions hereof, shall be binding upon either party unless made in writing and duly executed by authorized representatives. This provision shall not limit or restrict DISTRICT's right to modify the Facility Use Guidelines, during the term of this Agreement.
- 20.02. This AGREEMENT may not be assigned or transferred, in whole or in part, by MSC without first obtaining the written consent of DISTRICT. Consent may be withheld, for any reason, in the DISTRICT's sole discretion.
- 20.03. This AGREEMENT may not be assigned or transferred, in whole or in part, by DISTRICT without first obtaining written consent of MSC and approval by MSC's Executive Board of Directors. Consent may be withheld, for any reason, in the MSC's sole discretion.
- 20.04. Furthermore, the DISTRICT agrees that proposals for amendments and assignments to this AGREEMENT shall not be submitted in any DISTRICT Board or Committee meeting packet, given to any Board or Committee member, or otherwise posted unless such amendments and assignments have been presented in writing to MSC's Executive Board of Directors.

Section 21. Taxes

- 21.01. MSC shall be solely responsible for the payment, when due, for any possessory interest or other unsecured tax levied by any governmental authority with respect to the use and occupancy of Azalea Hall by MSC.

Section 22. Resolution of Disputes

22.01. Process for Resolution

- 22.01.a. Any dispute arising under the terms of this AGREEMENT, which is not resolved within a reasonable period of time by authorized

representatives of the DISTRICT and the MSC shall be brought to the attention of DISTRICT General Manager (or designated representative of the DISTRICT) and the Chair of the MSC Board of Directors (or designated representative) of the MSC for joint resolution of the dispute. If these means are pursued without success, either party may seek resolution employing whatever remedies exist in law or equity beyond this AGREEMENT. Despite an unresolved dispute, the DISTRICT and MSC hereto shall continue without delay to perform its obligations under this AGREEMENT.

22.02. Attorney's Fee's

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

Section 23. Law Governing

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

Section 24. Notices

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

General Manager
McKinleyville Community Services District
1656 Sutter Road / P.O. Box 2037
McKinleyville CA 95519

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

Board Chair
McKinleyville Senior Center
1620 Pickett Road
McKinleyville CA 95519

Either DISTRICT or MSC may change such address by notifying the other party in writing as to such new address as DISTRICT or MSC may desire

used and which address shall continue as the address until further written notice.

Section 25. Term and Extensions

25.01 Term and Extensions

25.01.a. Subject to the provisions of this AGREEMENT, the term of this AGREEMENT shall be for one (1) year, commencing on the date herein and shall continue through and including the 31st day of August 2024.

Opportunities shall be made for DISTRICT and MSC to review this AGREEMENT on a yearly basis to enact amendments and assignments to this AGREEMENT as provided in Section 20 of this AGREEMENT.

25.02. Termination by DISTRICT

25.02.a. Notwithstanding the foregoing, DISTRICT, in the case of MSC's breaches, may terminate this AGREEMENT by giving MSC written notice, to the address herein set forth, which notice shall identify MSC's deficiencies in performance of this AGREEMENT. If, within thirty (30) days of the date of said notice, MSC has not cured the deficiency in performance, DISTRICT may, by further written notice, terminate this AGREEMENT to be effective sixty (60) days following the date of said second written notice.

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

25.03. Termination by MSC

25.03.a. Notwithstanding the foregoing, MSC, in the case of DISTRICT's breaches, may terminate this AGREEMENT by giving DISTRICT written notice to the address herein set forth which notice shall identify DISTRICT's deficiencies in performance of this AGREEMENT. If, within thirty (30) days of the date of said notice, DISTRICT has not cured the deficiency in performance, MSC may, by further written notice, terminate this AGREEMENT to be effective sixty (60) days following the date of said second written notice.

25.04. Obligations Upon Expiration or Termination

25.04.a. Upon the expiration or termination of this AGREEMENT, for any reason whatsoever, MSC shall promptly deliver the following to the DISTRICT's appointed agent:

All access keys and codes to Azalea Hall.

25.05. Disposition of Certain Property

25.05.a. MSC hereby acknowledges and agrees that any and all equipment not directly owned by MSC and all DISTRICT-owned equipment and materials used in connection with Azalea Hall shall remain the property of the DISTRICT, and MSC acknowledges that it shall not be entitled to remove such property from Azalea Hall upon the expiration or termination of this AGREEMENT, regardless of reason.

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

McKinleyville Community Services District

McKinleyville Senior Center

By: _____
Gregory P. Orsini, President
Directors
MCSD Board of Directors

By: _____
Chairman, MSC Board of

Date: _____

Date: _____

Attest:

By: _____

Joseph Blaine, Secretary to the Board of Directors

McKINLEYVILLE SENIOR CENTER
Schedule for Use of
Azalea Hall & Other District Facilities

EXHIBIT B

1. The McKinleyville Senior Center (MSC) shall have exclusive use of the Meeting Room located in Azalea Hall as follows:
 - a. 5 Days per week. 9:00am-10:00pm with the following exceptions:
 - i. The Meeting Room will be available for use by MCSD and vendors with valid use agreements and use schedules that do not conflict with the regular hours of the MSC.
 - ii. The Meeting Room will be available for use by event rentals on evenings and/or weekends, when scheduled and reserved a minimum of one (1) month in advance of the date of use.

Additional Use: MSC shall have exclusive use on the evening of first Friday in June and all day the first Saturday in June for participation in the Pony Express Days Festival

MSC can reserve use of other District Facilities at the Non-Profit/Vendor rate when those facilities are not otherwise in use.

2. MSC shall have exclusive use of the Hewitt Room and Kitchen in Azalea Hall for **nine (9) hours per month as scheduled** and approved by the General Manager. Furthermore, the MSC agrees to pay DISTRICT \$19.50 per hour for any use in the Azalea Hall Kitchen that exceeds nine (9) hours per month.
 - a. MSC will also have exclusive use of the Hewitt Room and Kitchen **for up to 12 hours each year** to hold special events or fundraisers **The specific date or dates for such use will be set by mutual agreement at least two (2) months in advance.**
3. MSC may use the Hewitt Room of Azalea Hall during other unreserved times for any normal operation or activity; whether spontaneous, scheduled, or ongoing at no charge to MSC.
4. MSC shall have exclusive use of the Azalea Hall Office.
5. MSC agrees to inform DISTRICT of scheduled or ongoing use so DISTRICT may include such events on the Azalea Hall facility use calendar. However, if DISTRICT, a DISTRICT-approved vendor, special event, or recreation program, require use of the Hewitt Room during those times, except times granted to MSC in numbers one (1) and two (2) above, such use shall have priority over use of the Hewitt Room by MSC. Furthermore, MSC agrees to reschedule, move, or make alternative arrangements for any cancellation resulting from such use at no cost to DISTRICT.

6. Acknowledging that the participants in MSC programs are a viable and important part of the community, DISTRICT shall consider, respect, and adhere to MSC's scheduled and ongoing use of the Hewitt Room when scheduling and planning recreation programs for the community. Furthermore, DISTRICT agrees that all such scheduling of the Hewitt Room for DISTRICT's recreation programs shall result in consultation with the Board of the MSC and DISTRICT's General Manager. The DISTRICT shall notify the MSC of scheduling changes well in advance.
7. MSC shall not charge a usage fee to any group or organization for the use of any District facility without gaining prior authorization from the General Manager.
8. MSC shall pay for the use District Facilities for any profitable fee based class or event held outside of the allotted schedule listed in #1 & #2 above.

McKinleyville Community Services District

BOARD OF DIRECTORS

August 2, 2023

TYPE OF ITEM: **ACTION**

ITEM: D.5 **Consider Approval of Agreement Between McKinleyville Union School District and the McKinleyville Community Services District for the Provision of After School Leaders to the 21st Century Community Learning Center After School Program at Dows Prairie Elementary School and Morris Elementary School**

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

TYPE OF ACTION: **Roll Call Vote**

Recommendation:

Staff recommends the Board review the information provide, take public comment, and authorize the Board President to execute the agreement.

Discussion:

In 2018 McKinleyville Union School District (MUSD) received a 21st Century Community Learning Center After School Program grant and took over the administration of after school programming for Dows Prairie and Morris Elementary schools, which had previously been administered by the District's Park & Recreation Department. MUSD entered into a Memorandum of Understanding with the District for the 2018-19 to subcontract with MCSD for the provision of part-time After School Leaders to facilitate the 21st CCLC program activities and has renewed the MOU annually since then. At this time, it is desired to renew the MOU for the 2023-24 school year. The MOU for the 2023-24 school year can be reviewed in **Attachment 1**

The original Memorandum of Understanding (MOU) for the 2018-19 school year was reviewed and approved by District counsel. As this is a renewal MOU with changes only to dates and compensation amounts, this iteration was not submitted for legal review.

Alternatives:

Staff's analysis includes the following potential alternative:

- Take no action

Fiscal Analysis:

This agreement will be cost neutral. The 2022-23 Agreement allowed all District costs to be recouped as per the compensation formula stated in the MOU.

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – MUSD and MCSD Memorandum of Understanding 2023-24

McKinleyville Union School District Agreement with McKinleyville Community Services District

For 21st Century Community Learning Center After School Programs

This Agreement is made and executed on this 2nd day of August 2023 (the "Effective Date"), by and between McKinleyville Union School District, ("MUSD" or "District") and the McKinleyville Community Services District ("MCSD" or "Contractor").

Recitals

- A. WHEREAS, MUSD provides after school programs for its students known as the 21st Century Community Learning Center program ("CCLC" or "Program"); and
- B. WHEREAS, MCSD is willing to provide staffing for the 21st CCLC program through and in coordination with MCSD's Recreation Division; and
- C. WHEREAS, it is to the mutual benefit of MUSD and MCSD, MUSD students, and the community for MUSD and MCSD to enter into this Agreement to facilitate the provision of services as stated herein; and
- D. WHEREAS, the Program services will be operated at the following location:
(the "Site").

NOW, THEREFORE, MUSD and MCSD hereby agree as follows:

Agreement

1. MUSD Services. MUSD agrees to provide the following services:

- On-site supervision of MCSD staff at the Site during Program hours by either MUSD's Coordinator and/or Site-specific Leader.
- Provide Site-specific training and orientation by MUSD staff to properly train and support MCSD staff.
- Provide adequate supplies and facilities to operate all programming during Program hours.
- Provide adequate training, supplies and supervision to ensure that the student-to-staff ratio will not exceed twenty-to-one (20:1) in compliance with California Education Code Section 8483.4.)

2. MCSD agrees to the following:

A. Qualified Personnel:

Work under this Agreement shall be performed by competent personnel under the supervision of and in the employment of MCSD and in compliance with the 21st Century Community Learning Center Grant. Contractor will comply with MUSD's reasonable requests regarding assignment of personnel.

B. Criminal Background and Health Screening Checks

- 1) For each MCSD employee assigned by MCSD to work in/at the Program, MCSD, as Contractor, will comply with the criminal background check provisions of California Education Code Section 45125.1. Contractor will conduct criminal background checks

through the California Department of Justice (CDOJ), including both CDOJ and Federal Bureau of Investigation (FBI) background checks for all Contractor employees and volunteers assigned to the Program, and will certify that no employee (or volunteer) assigned by MCSD to work at the Program who has been convicted of serious or violent felonies as specified, will have contact with District pupils pursuant to this Agreement.

- 2) Contractor will be responsible for the costs of the criminal background checks.
- 3) Contractor will ensure that all its employees or volunteers assigned to work at the Program whose functions require frequent or prolonged contact with students will complete tuberculosis examination (TB screening) in accordance with California Education Code Section 49406. Contractor shall ensure that all of its employees or volunteers who have a written clearance certification have undergone the foregoing examination at least once every four years if the Contractor is still rendering services to the District.
- 4) Contractor will provide the District with a list of all employees and volunteers who have cleared the criminal background check and required TB screening.

C. Staffing

- 1) Subject to the compensation requirements recited in Section 5, below, Contractor shall provide the Program staff (AKA Recreation Leader) hours for the 180-day school year, for up to 5,850 hours for regular day schedules. As well as provide Program staff for out of school time ELP programs to the extent possible not to exceed 960 hours For all additional required hours, including training or meetings or other required obligations, MCSD will be compensated at \$27.37/hr for all After School Leader hours and \$23.72 for all Recreation Leader hours.
- 2) Contractor must ensure that all MCSD staff members who directly supervise students meet the minimum qualifications for an instructional aide, pursuant to the policies of the District. (California Education Code Section 8483.4.)
- 3) Contractor must comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the reporting agency as stated in California Penal Code Sections 11164-11174.
- 4) Contractor will participate in technical assistance, training, orientation, monthly meetings, and other support and resource development activities provided by the District, HCOE, Region 1 System of Support for Expanded Learning, CDE and other collaborative partners in conducting program planning, implementation and evaluation. These include required regular meetings with the school principal or principal's designee to ensure collaboration with the school's programs. Subject to the compensation requirements recited in Section 5, below, Contractor understands and agrees to participate in all meetings facilitated by the District to address program success, areas of concern, contractual issues, and general troubleshooting. (California Education Code 8483.3(c)(4).
- 5) MCSD's staff shall follow the dress code and management standards established by the District/School, regarding personal use of cell phones, headsets, recording/listening devices etc., during Program hours.
- 6) Contractor shall notify District immediately upon receipt of a verbal or written complaint regarding a MCSD employee or volunteer performing services in the Program.

D. Proprietary or Confidential Information

- 1) Contractor understands and agrees that, in connection with this Agreement, the Contractor may have access to proprietary and/or confidential information which may be owned or controlled by the District, the disclosure of which to third parties may be damaging to the District, its employees, students and/or their families. Contractor also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Contractor to civil liability. Consequently, Contractor agrees that all information disclosed by the District to the Contractor shall be held in strict confidence and used only in performance of the Agreement, unless law or court order requires disclosure. Contractor shall

exercise the same standard of care to protect such information as is used to protect its own proprietary and/or confidential information and in no case less than a reasonable standard of care.

- 2) Contractor shall comply at all times with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of student records, including, but not limited to California Education Code Sections 49073 and sequential. Contractor shall only access and use confidential student information for the performance of duties on behalf of MUSD under this Agreement upon obtaining prior written parental consent, or other provision of federal and state law permitting access to confidential student information. Contractor shall not use confidential student data for any purpose other than providing services to the District pursuant to this Agreement. Contractor shall not re-disclose confidential student information to any third party without the prior written consent of the District and any such re-disclosure shall be consistent with state and federal law.
- 3) Use of Student Data for Studies. Consistent with state and federal law as detailed in the prior section, Contractor understands and acknowledges that use of student data by Contractor for purposes other than those authorized under this Agreement, such as for Contractor's own research studies or program evaluation, requires prior written approval by the District.

3. Ownership of Results

Any plans, specifications, studies, reports, memoranda, computation sheets, data files and other materials in any form or media prepared by Contractor in connection with services performed under this Agreement shall be the property of and be promptly transmitted to the District.

4. Use of Name; Marketing

Excluding a simple statement or acknowledgement that Contractor has a written agreement with the District, Contractor will not use the name, marks or logos of the District in any planned advertisement, press release or other planned publicity or marketing materials, in any form or media, without the prior written approval of the District. Notwithstanding the foregoing provisions of this Section, nothing in this Section shall infringe upon the First Amendment rights of either party.

5. Compensation:

As full compensation for all services contemplated by this Agreement, MCSD shall receive the sum of \$235,638.98 reflecting the following charges and assumptions: \$27.37 shall be paid by MUSD to MCSD for each After School Leader worker hour provided to the Program by MCSD staff/employees between the months of August 16, 2023 (which at this time will provide three (3) days of training prior to the start of school), through June 14, 2024, for up to 5,850 hours regular day schedules for a total up to \$160,114.50 (i.e., 5,850 hours multiplied by \$27.37), and \$23.72 shall be paid by MUSD to MCSD for each Recreation Leader worker hour provided to the program by MCSD staff/employees between the months of August 16, 2023 (which at this time will provide three (3) days of training prior to the start of school), through June 14, 2024, for up to 3,184 hours regular day schedules for a total up to \$75,524.48 (i.e., 3,184 hours multiplied by \$23.72).

For all additional required hours in excess of the 5,850 for After School Leaders and/or hours in excess of 3,184 for Recreation Leaders, including any hours required for training or meetings, will be compensated at \$27.37 or \$23.72 respectively based on the employee classification of the worker, by MUSD to MCSD for each worker hour provided to the Program by MCSD staff/employees.

If state funding or the length of the school year is reduced due to budget changes or any other reason during the term of this Agreement, the District has the right to unilaterally reduce the

number of staff or days worked by MCSD staff/employees, subject to the obligation to pay for all such time provided prior to provision of written notice of the reduction by MUSD to MCSD.

MCSD will invoice the District on a monthly basis based on actual MCSD staff time worked as recited above. The District will pay MCSD within 30 days of the invoice date.

6. Term- of Agreement:

The term of this Agreement shall be from August 15, 2023, through June 14, 2024, inclusive, subject to the provisions of Section 7, the General Provisions.

The District may terminate this Agreement with or without cause by giving thirty (30) calendar days written notice to MCSD. In the event District elects to terminate the Agreement without cause, it shall pay the MCSD for all services satisfactorily rendered up and to expiration of the 30 day notice date.

7. General Provisions.

- a) Assignment/Delegation: Neither party hereto shall assign, sublet or transfer any interest in this Agreement or any duty hereunder without the prior written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- b) Status of McKinleyville Community Services District (MCSD): The parties intend that the MCSD, in performing the services herein specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. The MCSD is not to be considered an agent or employee of the District and is not entitled to participate in any pension plans, insurance, bonus or similar benefits the District provides to MUSD employees.
- c) Indemnification:
 - a. MCSD shall defend, indemnify, and hold harmless District, its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses, including attorney fees arising out of the performance of the work described herein, to the extent caused in whole or in part as determined by a court of law, by any negligent act or omission of MCSD, its agents or employees, except to the extent caused by the negligence, whether active or passive, of the District, its agents or employees.
 - b. District shall defend, indemnify, and hold harmless MCSD, its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses, including attorney fees arising out of the performance of the work described herein, to the extent caused in whole or in part as determined by a court of law, by any negligent act or omission of the District, its agents or employees, except to the extent caused by the negligence, whether active or passive, of the MCSD, its agents or employees.
- d) Amendment: This Agreement may be modified or amended at any time only by the written mutual agreement of the parties.
- e) Compliance with all Laws: The parties shall comply with and meet all applicable requirements of federal, state and local law including, but not limited to, the Uniform Building Code, the Education Code, Title 19 and 21 of the California Code of Regulations, and all requirements prescribed by the California Department of General Services.

- f) Merger: This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modifications in evidenced by a writing signed by both parties.
- g) Nondiscrimination: The parties shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.
- h) Extra (Changed) Work: Only the MUSD Superintendent or designee may authorize extra (and/or changed) work beyond that designated for compensation in Section 5, above. The parties expressly recognize that District and school personnel are without authorization to either order extra (and/or changed) work or waive contract requirements.

The MCSD waives any and all right or remedy by way of restitution and quantum merit for any and all extra work performed by MCSD without the express and prior written authorization of the Superintendent or designee.

Exceptions: Failure of the MCSD to secure proper authorization for extra work prior to performance will not constitute an automatic waiver of any and all rights to adjustment in the contract price or contract time if there is an emergency in which the MCSD must act for the health and safety of the students in the Program. By way of example, an emergency shall be defined as occurrences such as natural disasters or the threat thereof; acts or threats of terrorism; or, threats to the safety of students by a third party or relation. In such instances, the MCSD and District agree to enter into good faith negotiations for the payment of any extra work.

- i) MCSD's Performance: Without limiting the District's training and supervision obligations recited in this Agreement, District has relied upon the professional ability and training of the MCSD and its Recreation Division as a material inducement to enter into this Agreement. MCSD hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of MCSD's work by District shall not operate as a waiver or release.
- j) Taxes: MCSD agrees to file federal and state tax returns and pay all applicable state and federal taxes, as required, on amounts paid pursuant to this Agreement. In case District is audited for compliance regarding any applicable taxes, MCSD will cooperate with District by providing proof of payment of taxes on those earnings.
- k) Due Performance: Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect with the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.
- l) No Third-Party Beneficiaries: There are no intended third-party beneficiaries of this Agreement.
- m) No Waiver of Breach: The waiver by District or MCSD of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

- n) Insurance: With respect to the performance of work under this Agreement, the MCSD shall maintain and shall require all of its subcontractors to maintain insurance as described below:
- (a) Worker's compensation insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language: "this policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the District."
 - (b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than \$1,000,000 combined single limit for each occurrence; \$2,000,000 aggregate. Said insurance shall include, but not be limited to: premises and operations liability, independent contractors' liability, and personal injury liability.
 - (c) Each said comprehensive or commercial general liability policy shall be endorsed with the following specific language:
 - (1) District, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
 - (2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

In Witness hereof, the parties hereto have executed this Agreement on the day and year first written above.

McKinleyville Union School District

By: _____ Date: _____

Print Name: _____

MUSD Superintendent

McKinleyville Community Services District

By _____ Date: _____

Board President, Gregory P. Orsini

ATTEST: _____

Joseph Blaine, Secretary to the Board of Directors

McKinleyville Community Services District

BOARD OF DIRECTORS

August 2, 2023

TYPE OF ITEM: **CONSENT**

ITEM: D.6 **Consider Adoption of Resolution 2023-13 Amending the McKinleyville Community Services District Records Retention Policy**

PRESENTED BY: **Joey Blaine, Board Secretary**

TYPE OF ACTION: **Roll Call - Consent**

Recommendation:

Staff recommends that the Board review the revisions suggested by Attorney Gans updating the McKinleyville Community Service District (MCSD) Record Retention Policy, and adopt Resolution 2023-13 approving the increase in Board Meeting video files from 1 year to 5 years.

Discussion:

The McKinleyville Community Services District previously adopted a retention schedule for records. The law requires that this schedule conform to the minimum standards set forth in the Secretary of State Guidelines, pursuant to § 12236 of the Government Code. The code classifies all of the district's records by category and establishes a standard protocol for the destruction or disposition of records.

In 2014, the District began making audio recordings of regular Board meetings available on YouTube. In 2020, as the pandemic forced meetings to be held on Zoom, the opportunity for moving to video recordings became an option. In 2023, with the adoption of AB 2449, the Board moved to continue holding meetings in a hybrid capacity, thus keeping the option of video recordings of meetings indefinitely available. After surveying other municipalities' retention of video recordings in the post-pandemic era and consulting with District counsel, staff has revised the retention policy regular meeting recordings to include retaining the recordings from the current 12 months, to retaining them for 5 years plus current year.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

Not applicable

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Resolution 2023-13 and proposed edits to Records Retention Policy

RESOLUTION 2023 – 13

A RESOLUTION OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS APPROVING THE REVISION OF THE MCSD RECORDS RETENTION POLICY TO INCREASE THE RETENTION OF REGULAR BOARD MEETING RECORDINGS FROM 1 YEAR TO 5 YEARS PLUS CURRENT YEAR

WHEREAS, the current retention period for regular meeting recordings is 1 year; and

WHEREAS, the 2020 COVID-19 pandemic changed the landscape of how public meetings are held; and

WHEREAS, at the January 2023 regular meeting the Board moved to continue holding hybrid meetings under the protocol set forth by AB 2440; and

WHEREAS, it is in the best interest of the District to retain regular meeting recordings for a longer period of time in order to:

- (a) Facilitate the review and analysis of past meetings; and
- (b) Provide a record of decisions made by the District

NOW, THEREFORE, BE IT RESOLVED that the MCSD Records Retention Policy is adopted as amended in Attachment A.

ADOPTED, SIGNED AND APPROVED at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on August 2, 2023 by the following polled vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Gregory P. Orsini, Board President

Attest:

Joey Blaine, Board Secretary

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MCSO RECORDS RETENTION POLICY

In accordance with the Strategic Plan, MCSO has adopted the use of “docSTAR” for its records management archiving and retention. Documents are scanned into the document management system and maintained on the District’s computer server where they can be retrieved, reviewed, reprinted or purged as required by law.

PERMANENT

1. Capital Acquisitions, Deed, Bills of Sale, Easements
2. Audited Financial Statements
3. Minutes of Board Meetings
4. Resolutions (See below for Ordinances)
5. Ordinances (GC § 60201 permits the destruction of **repealed or otherwise invalid or unenforceable ordinances** five years after it was repealed or became invalid.)
6. Wastewater Treatment Plant Annual Reports
7. Records related to the Public Employees Retirement System, Social Security and State Disability Insurance
8. Records related to District Formation, change of organization and reorganization
9. New Service Installation Orders
10. Board Agendas and Board Packets
11. Development/Subdivision files
12. Documents that relate to any nondischarged/active contracts (GC 60201 requires the permanent retention of “non-discharged contracts to which the district is a party” and documents related to such contracts.)
13. Documents that relate to a pending/unresolved claim or litigation
14. Documents that relate to any pending construction project
15. Documents that relate to any nondischarged debt
16. Landscape and Lighting Act Maintenance Zone Formation Documents

CURRENT YEAR + 9 YEARS

1. Detailed General Ledger Reports
2. Paid Accounts Payable Vouchers
3. Wastewater Treatment Plant Operating Data (retained at the Treatment Plant)
4. Discharged Contracts
5. Payroll Reports (GC 60201 requires that information specifying the amounts paid to any employee or independent contractor be maintained **at least seven years** after date of payment.)
6. Time Sheets (See above for payroll Reports.)

TERMINATION + 6 YEARS

1. Personnel Files-information related to length of employment and salary will be maintained indefinitely.

CURRENT YEAR + 5 YEARS

1. Cash Receipt Books
2. Completed/resolved claims or litigation
- 2-3. Recording of Board Proceedings

CURRENT YEAR + 3 YEARS

1. Measure Information (I.E. Measure B) Retain for three (3) years after Measure end.

CURRENT YEAR + 2 YEARS

1. Customer Correspondence
2. Electronic Communications
3. Daily Service Orders
4. Billing Registers
5. Rejected/unacceptable bid or proposal for the construction or installation of any building, structure, or other public work
6. All documents that are the subject of any pending California Public Records Act request, until the request has been granted or two years have elapsed since the district denied the request.

~~1 YEAR~~

- ~~1. YouTube recordings of the Board proceedings will be maintained for one year.~~

6 MONTHS

1. Utility Billing Payment Stubs

PARK AND RECREATION

CURRENT YEAR + 4 YEARS

1. Liability Forms

CURRENT YEAR + 2 YEARS

1. Billing Forms
2. Daily Balance Forms
3. Open Space Maintenance Reports

DESTRUCTION OF RECORDS (Secretary of State Local Government Records Management Guidelines, February 2006, Section 2-2050.)

1. Documents maintained in the docSTAR system as permanent have no destruction dates and will be maintained on the District server indefinitely.
2. Documents maintained in the docSTAR system that have required destruction dates are automatically purged from the system using a preconfigured date entered at the time the document is scanned.
3. Electronic communications maintained on computer servers will be automatically purged pursuant to this policy through an automatic utility in Microsoft Exchange Server.
- ~~4. Audio recordings that have been maintained on YouTube will be removed from YouTube and deleted.~~
- ~~5.4. Audio recordings maintained on CD at the McKinleyville Library will be retrieved and destroyed by destruction of the CD. Audio/Visual Recordings will be deleted from all District Cloud and onsite storage.~~
- ~~6.5. Hard copies of any documents listed above, that are not maintained in the docSTAR system, but that have a purge/destruction requirement will be destroyed by recycling or shredding, based on confidentiality requirements.~~

McKinleyville Community Services District

BOARD OF DIRECTORS

August 2, 2023

TYPE OF ITEM: **Action**

ITEM: D.7 **Consider Approval of Professional Services Contract with LACO for Third Party Testing and Special Inspections for 4.5MG Tank Construction Project**

PRESENTED BY: **Patrick Kaspari, General Manager**

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

Recommendation:

Staff recommends that the Board review the information provided and authorize the General Manager to execute a contract and associated documents with LACO to provide concrete and compaction testing and other required Special Inspection assistance for the 4.5MG Tank Construction Project in the amount of \$112,894 with a 10% contingency of \$11,289 for a total of \$124,183.

Discussion:

As the Board is aware, the District has been working on the construction of an additional 4.5MG Water Tank since 2015. The overall construction contract has been bid, and the contract awarded to Mercer Fraser Company at the April 12, 2023 Special Board Meeting. Mercer Fraser will construct the new tank and associated site improvements and Kennedy Jenks Consulting Engineers will provide Construction oversight. The construction specifications require an independent third-party inspection and testing company to perform Special Inspections during the construction. These inspections include a geotechnical subgrade inspection, compaction testing, concrete sampling and testing, rebar and seismic cable installation inspection, anchor testing, grouting and stressing of tendons observation, and shotcrete inspection. LACO prepared the original Geotechnical Report and subgrade recommendations for the project. They are also the only local firm qualified to provide the other testing and Special Inspections required. For this reason, the District would realize the greatest benefit by utilizing LACO to provide the additional geotechnical and the other Special Inspection work required as part of the overall tank construction project. LACO has prepared a scope of work and fee which is included as Exhibit A to the District's standard Professional Services contract contained in **Attachment 1** of the Board packet.

Alternatives:

Take No Action and do not award the Contract.

Fiscal Analysis:

The total construction base bid was \$11,642,475 and including a 10% contingency of \$1,164,248 totals \$12,806,723. To the construction cost needs to be added the design and construction management contract awarded to KJ in the amount of \$1,452,668. To this also needs to be added the \$87,520 iCAD integration contract awarded at the April 12, 2023 Special Board Meeting. To this is also added this LACO contract of \$124,183 being considered for this Board Agenda item. The overall project amount is then \$14,471,094. Of this approximately \$800,000 has already been spent on Engineering, leaving \$13,671,094 in funding remaining, which will be spent mainly over the 2023/24 and 2024/25 Fiscal Years.

The remaining \$13,671,094 will be partially funded by \$9,617,085 in already obligated Hazard Mitigation Grant funding. This LACO contract will qualify for 75% HMG funding.

The District also submitted a grant application to the North Coast Resource Partnership (NCRP) as part of the Prop. 1, Round 2 funding. We were approved for \$879,209 in funding from the NCRP for a total in grant funding for this project of \$10,496,294.

The District's will need to fund \$3,174,800 of the remaining project costs. The District's matching funding will be provided by the Certificates of Participation, Series 2021A-Water bonds in the amount \$4,335,000.

The Fiscal 2022/23 CIP budget had \$800,000 budgeted for this Project, of which approximately \$595,000 has been spent. The 2023/24 FY CIP budget will have \$9,000,000 budgeted, and it is anticipated that the 2024/25 FY CIP budget, will budget the remaining \$5,000,000.

Environmental Requirements:

NEPA, CEQA and all other necessary permits have been completed for this project.

Exhibits/Attachments:

- Attachment 1 – LACO Professional Services Contract and Scope of Work

Instructions: Sign and return original. Upon acceptance by McKinleyville Community Services District, a copy will be signed by its authorized representative and promptly returned to you. Insert below, the names of your authorized representative(s).

Accepted: McKinleyville CSD

Consultant:

LACO

(Business Name)

By Patrick Kaspari

By _____

Title General Manager

Title _____

Other authorized representative(s):

Other authorized representative(s):

James Henry, Nicole Alvarado

Consultant agrees with McKinleyville Community Services District that:

- a. **Indemnification.** To the fullest extent permitted by law and consistent with California Civil Code §2782.8(a), Consultant will, indemnify, defend, and hold harmless McKinleyville Community Services District, its directors, officers, employees, and authorized volunteers (collectively "District") from and against all claims, demands and damages of all persons and entities that arise out of the Consultant's negligent acts or omissions, recklessness, or willful misconduct in the performance (or non-performance) of the Services under this Agreement. Consultant shall not be obligated to defend or indemnify the District from and against all claims, demands and damages that arise out of, pertain to, or relate to the District's own negligent acts or omissions, recklessness, or willful misconduct or the negligent acts or omissions, recklessness, or willful misconduct of others.
- b. **Standard of Care.** In providing the Services under this Agreement, Consultant shall exercise that degree of skill and care ordinarily used by other reputable members of Consultant's profession, practicing in the same or similar locality and under similar circumstances.
- c. **Workers Compensation Insurance.** By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Consultant will comply with such provisions before commencing the performance of the professional services and work under this Agreement. Consultant and sub-consultants will keep workers' compensation insurance for their employees in effect during all Services covered by this Agreement.
- d. **Professional Liability Insurance.** Consultant will file with McKinleyville Community Services District, before beginning professional services, a certificate of insurance satisfactory to the McKinleyville Community Services District evidencing professional liability coverage of not less than \$2,000,000 per claim and annual aggregate, requiring 30 days notice of cancellation (10 days for non-payment of premium) to McKinleyville Community Services District. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by McKinleyville Community Services District. The retroactive date (if any) is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the contract Services. Consultant shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the Consultant employs other consultants (sub-consultants) as part of the Services covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant provides insurance coverage deemed appropriate by Consultant for the role of the subconsultant under this contract.
- e. **Insurance Certificates.** Consultant will file with McKinleyville Community Services District, before beginning professional services, certificates of insurance satisfactory to McKinleyville Community Services District evidencing general liability coverage of not less than \$2,000,000 per occurrence (\$2,000,000 general and products-completed

operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability requiring 30 days (10 days for non-payment of premium) notice of cancellation to McKinleyville Community Services District. The general liability coverage is to state or be endorsed to state "such insurance shall be primary and any insurance, self-insurance or other coverage maintained by McKinleyville Community Services District, its directors, officers, employees, or authorized volunteers shall not contribute to it". The general liability coverage shall give McKinleyville Community Services District, its directors, officers, employees, and authorized volunteers insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII, or equivalent, or as otherwise approved by McKinleyville Community Services District. In the event that the Consultant employs other consultants (sub-consultants) as part of the Services covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant has in place levels of insurance deemed appropriate by the Consultant for the risk associated with the role of each subconsultant under this contract.

- f. **Renewal Certificates.** If any of the required coverages expire during the term of this Agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to McKinleyville Community Services District at least ten (10) days prior to the expiration date.
- g. **General Manager Authority.** Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representative(s)" on behalf of McKinleyville Community Services District.
- h. **Payment Intervals.** Payment, unless otherwise specified on Page 1, is to be 30 days after acceptance of a written invoice by McKinleyville Community Services District.
- i. **Permits and Licenses.** Permits and licenses required by governmental authorities in connection with Consultant's services will be obtained at Consultant's sole cost and expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.
- j. **Amendments and Modifications.** Any change in the scope of the professional Services to be done, method of performance, nature of materials, work provided or price thereof, or to any other matter materially affecting the performance or nature of the Services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental Agreement executed by McKinleyville Community Services District. Consultant's "authorized representative(s)" has (have) the authority to execute such written change for Consultant.
- k. **Representations.** Consultant represents that it is now, and will remain for the duration of its Services, properly licensed, qualified, experienced, and equipped to perform the Services. Consultant also represents that the Services shall be completed in accordance with this Agreement. Consultant further represents that the Services and the sale or use of the Services shall not infringe, directly or indirectly, on any valid patent, copyright or trademark, and Consultant shall, at Consultant's sole cost and expense, indemnify, and hold harmless McKinleyville Community Services District from and against any and all

claims and causes of action based on infringements thereof. These representations shall survive the expiration or termination of this Agreement, and are in addition to any warranties provided by law. No payment to Consultant for any Services performed hereunder (including, without limitation, final payment) shall constitute a waiver of any Claims by McKinleyville Community Services District against Consultant relating to the Services.

- l. **Ownership of Drawings and Samples.** Consultant shall submit promptly for all drawings, details, samples and other data required or specifically requested by McKinleyville Community Services District in connection with provision of the Services, and such drawings, details, samples and other data created in connection with performance of the Services and provision of the work shall constitute the property of the McKinleyville Community Services District. The Client agrees not to use Consultant-generated documents for any projects other than for which the documents were prepared by the Consultant, or for future modifications to this project, without the Consultant's express written permission.
- m. **Compliance with Law/Safety.** In performance of the Services, Consultant shall, at its expense, exercise due professional care, comply strictly with, and cause all sub-consultants to comply strictly with, all laws, orders, rules and regulations of governmental authorities, including those relating to the storage, use or disposal of hazardous wastes, substances or materials, and including the procurement and payment for all necessary permits, certificates and licenses required in connection with the Services. If either Consultant or McKinleyville Community Services District receives notice of any violation by Consultant of any laws relating to Consultant or McKinleyville Community Services District receives notice of any violation by Consultant of any laws relating to Consultant's (or sub-consultants) services or work provided hereunder, such party shall promptly inform the other party in writing of the existence thereof. Consultant shall comply with all applicable laws relating to safety, including without limitation the Occupational Safety and Health Act of 1970 as it may be amended from time to time, and all regulations and standards issued pursuant thereto. Consultant shall conform to the current prevailing standards of safety practice.
- n. **Equal Opportunity.** In the performance of the Services there shall be no discrimination on account of race, religion, sex, sexual orientation, age or national origin and Consultant shall comply with applicable federal, state and local laws and regulations pertaining to fair employment practices, including without limitation the provisions of Executive Order 11246 as amended by the President of the United States and the rules and regulations issued pursuant thereto, unless exempted.
- o. **Termination.** McKinleyville Community Services District may, at its option, terminate this Agreement without cause at any time. If at the time of any such termination, any Services have already been provided by Consultant but are unpaid for, McKinleyville Community Services District's only obligation, if Consultant is not in default, shall be to pay for such Services actually provided by Consultant prior to the date of termination. Upon receipt of notice of termination, Consultant shall immediately stop all performance hereunder except as otherwise directed by McKinleyville Community Services District, and if Consultant is not in default, McKinleyville Community Services District shall pay to Consultant (a) the prorata portion of the agreed price based on the percentage completion of the Services which was satisfactorily completed at the time of termination, and (b) the actual net costs incurred by Consultant directly connected with the Services that was not completed prior to the date of termination; provided, however, that under no circumstances shall the total under (a) and (b) exceed the contract price stated on page

one (1) of this Agreement, above. Upon such payment, title to any such items or uncompleted Services shall, at McKinleyville Community Services District's option, pass to McKinleyville Community Services District.

- p. **Default.** Upon any default by Consultant hereunder, or in the event of proceedings by or against Consultant in bankruptcy or for the appointment of a receiver or trustee or an assignment for the benefit of creditors, McKinleyville Community Services District may, at its option, terminate this Agreement without penalty or liability (except for payment for any Services completed and accepted by McKinleyville Community Services District). Consultant shall be liable to McKinleyville Community Services District for all expenses incurred by McKinleyville Community Services District in finishing the Services and any damage incurred through any default, which at the option of McKinleyville Community Services District, may be charged against any amounts due from McKinleyville Community Services District to Consultant hereunder, but Consultant's liability hereunder shall not be limited thereby and such liability shall survive the expiration or termination of this Agreement. Any remedies provided for in this Agreement are cumulative and shall be in addition to, and not in limitation of, any other rights and remedies that may be available at law or in equity. Neither party shall be in default of this Agreement until such party has received three (3) days written notification (except in the instance of a health or safety concern, in which case failure to immediately remediate the health or safety violation shall be grounds to declare a default of this Agreement), and an opportunity to cure, or in the case of an alleged default which requires more than three (3) days to cure, a reasonable time so long as the alleged defaulting party commences the remediation of the default immediately, and thereafter diligently prosecutes the same to completion.
- q. **Notices.** Notices, requests, demands, and other communications hereunder shall be in writing and delivered personally, sent by reputable overnight courier or mailed by first class, United States mail, with postage prepaid, to McKinleyville Community Services District, **PO Box 2037, McKinleyville California 95519, Attention: Patrick Kaspari**, and to Consultant at the address set forth below its signature, or at any other address that may be given by either party to the other in the manner provided above. Notices delivered personally or sent by overnight courier shall be deemed delivered upon receipt. Notices delivered by mail shall be deemed delivered upon the earlier of (i) receipt or (ii) the date five (5) U.S. mail delivery days after the notice was placed in the United States mail as provided above.
- r. **Headings.** All section headings are provided for convenience only and shall not be deemed to constitute material terms and conditions of this Agreement.
- s. **Interpretation.** Both Consultant and McKinleyville Community Services District are deemed to have jointly participated in the negotiation and preparation of this Agreement. Consequently, both Consultant and McKinleyville Community Services District are considered to have drafted this Agreement in equal parts and, if any ambiguity is found to exist, all rules of law and evidence requiring ambiguities to be interpreted to the detriment of the drafting party shall not apply.
- t. **Attorneys Fees and Venue for Disputes.** If litigation becomes necessary to enforce the terms and provisions of this Agreement or as a result of any breach by Consultant or District of this Agreement, the prevailing party in any such litigation shall be entitled to recover reasonable attorney's fees and costs. The Humboldt County Superior Court for the State of California shall have exclusive jurisdiction over any dispute arising out of this

Agreement or Consultant's provision of Services hereunder, and shall serve as the venue for any such dispute. All parties expressly consent to this designation of jurisdiction and venue.

- u. **MUTUAL UNDERSTANDING OF SERVICES.** McKinleyville Community Services District and Consultant agree that the purpose of value engineering is the identification and presentation of recommendations for improvement of project or process value, for consideration by the McKinleyville Community Services District and their other professional advisors. Both parties understand that as a part of these services, Consultant does no design work and makes no project decisions. McKinleyville Community Services District and Consultant agree that Consultant will be liable to the McKinleyville Community Services District only for damages arising from Consultant's negligence in the performance of the Value Analysis or Value Engineering work itself, and only to the extent that such negligence directly damages the McKinleyville Community Services District.

EXHIBIT A

McKinleyville Community Services District
 MCSD 4.5 MG Water Reservoir Project
 Testing & Observation Services
 Cochran Reservoir Site, McKinleyville, California
 Assessor's Parcel Number 509-021-045
 LACO Project No. 7454.11
 June 12, 2023

LACO Associates (LACO) is pleased to submit the following scope of services and fee estimate for the McKinleyville Community Services District 4.5 MG Water Reservoir Project.

PROJECT UNDERSTANDING

Based on our review of Structural Inspections and Testing Schedule dated February 2023, prepared by Kennedy Jenks, the project, MCSD – 4.5 MG Water Reservoir, involves materials testing and inspection in accordance with the schedule's specifications.

SCOPE OF SERVICES

Below is a summary of the services that will be provided by LACO. A more detailed description follows the summary.

PHASE 1200 Testing and Inspection Services

Task	Task Description	Estimated Fee
1210	Geotechnical Subgrade Observation	\$3,125
1220	Soil Compaction Testing	\$7,395
1230	Concrete Sampling and Testing	\$14,135
1235	Rebar Inspection & Seismic Cable Installation Observation	\$37,000
1240	Post-installed Anchor Testing and/or Observation	\$2,875
1250	Grouting and Stressing of Tendons, and Concrete Placement Observation	\$17,250
1260	Shotcrete Observation	\$1,670
1330	Engineer Oversight and Project Management	\$28,984
	Total Estimated Fee	\$112,434

Task 1210 Geotechnical Support

We have budgeted for 10 site visits of 1.5 hours each by a professional geologist to verify that foundation excavations, and other site developments are consistent with the project soils report. A brief field report of observed soil conditions for conformance with the project soils report recommendations will be provided. Fewer visits may occur depending on final excavation schedule and timing.

Task 1220 Soil Compaction Testing

We have budgeted 15 site visits of 1 hour each for soil compaction testing. We will coordinate with the frequency of each site visit depending on the pace of fill placement by the contractor. Our budget includes density testing of three material types including one native and two imported materials. LACO will document the results of the compaction testing and prepare a field report for each site visit.

Task 1230 Concrete Sampling and Testing

We have budgeted for 15 site visits ranging from 1 to 6 hours each for the various structural concrete pours. LACO will sample and test for slump and air entrainment; document ambient air temperature and concrete temperature; and fabricate cylinders for compressive strength testing. We have budgeted for 35 sets of concrete cylinders. Sample pick up within 48 hours of the cast date has been included. LACO will document the results of the concrete field testing and prepare a field report for each site visit.

Task 1230 Concrete Lab Testing

We have budgeted for 4 sets of concrete cylinders for compressive strength testing. Concrete specimens will be cured at our lab facility until ready for testing. Each set will include two 7-day tests, two 28-day tests, and two hold cylinders for project compliance in case additional testing is required.

Task 1235 Rebar Inspection & Seismic Cable Installation Observation

We have budgeted for 100 site visits at 1 hour each for placement verification of the reinforcing steel and embedded anchors/seismic cables prior to concrete placement. We will rely on the project manager to coordinate these inspections in a timely manner. Whenever possible, we will incorporate these site visits with concrete field sampling and testing to reduce costs.

Task 1240 Post-installed Anchor Testing and/or Observation

We have budgeted 5 site visits of 2 hours each for testing and/or observation of post-installed anchors. Installation of post-installed anchors will be under the supervision of the project inspector as specified on the project T&I sheet.

Task 1250 Grouting and Stressing of Tendons, and Concrete Placement Observation

We have budgeted for 10 field site visits of 2 hours each for the testing and/or observation of the stressing of tendons. We have also budgeted for 10 field site visits of 2 hours each for the testing and/or observation of the grouting of tendons. LACO will attempt to incorporate this work during the same site visits or during any other structural inspection whenever possible.

Task 1250 Shotcrete Observation

We have budgeted for 2 site visits of 4 hours each for the inspection of the placement of shotcrete. We will attempt to incorporate this observation into any other site visits that require special inspector observations.

Task 1330 Engineer Oversight and Project Management

All services will be provided under the supervision of a licensed civil engineer. Project management tasks include certified payroll compliance, invoicing, internal budget monitoring, resource scheduling, and internal LACO quality review. LACO will distribute test results via email to the Client, owner, design team, project inspector, and the contractor.

We will perform an internal review of our testing documentation, verify testing records with the project inspector, and complete affidavits for items specified on the project T&I sheet that were performed by LACO.

SPECIAL CONDITIONS, ASSUMPTIONS, AND SERVICES NOT PROVIDED

- The actual sequencing of work by the contractor has the potential to significantly change the final fee for LACO's services. Fees could increase or decrease depending on contractor performance.
- Client may authorize, by e-mail, additional services as needed. All such additional services will be subject to the terms and conditions of the original agreement, including attachments to that agreement, between Client and LACO.
- LACO will rely on others (owner or contractor's authorized representative) to coordinate the total number of site visits needed to meet the quality assurance and testing requirements of the project.
- Material testing or observation performed by LACO in no way relieves the contractor of their obligation to perform the work in accordance with the requirements of the contract documents, including commonly accepted industry practices.
- CLIENT will provide access to contract documents including project plans, specifications, and any changes to the documents during construction; erosion and sediment control requirements; environmental protection measures; and other pertinent construction documents.
- Testing and sampling methods by LACO staff will be in accordance with the project specifications and/or the California Building Code edition applicable to this project.
- For each site visit CLIENT will be charged labor hours portal to portal, vehicle charges, equipment charges, and per diem if applicable.
- LACO will invoice for actual time and expenses; there are no minimum hourly charges per site visit.
- Prevailing wage rates for on-site time of LACO staff has been assumed. We will submit weekly certified payroll to the designated compliance person.
- LACO assumes that Client or Client's representative will provide safe access during on-site visits to facilitate required field testing and sampling.
- Design recommendations, responses to RFIs, or submittal reviews are not included in this scope of services.

Please contact Gary Manhart at 707-443-5054 if you have any questions or require a hard copy.



LACO EUREKA
2023 SCHEDULE OF RATES

HOURLY RATES

Senior Principal Engineer	\$275.00 per hour
Senior Geotechnical Engineer	\$250.00 per hour
Senior Managing Engineer.....	\$245.00 per hour
Principal Engineer	\$235.00 per hour
Principal Land Surveyor.....	\$220.00 per hour
Senior Engineer.....	\$200.00 per hour
Principal Geologist, Principal Planner, Senior Project Manager	\$195.00 per hour
Deputy Director of Planning, Senior Engineering Geologist	\$185.00 per hour
Senior Geologist	\$180.00 per hour
Project Manager, Senior Planner	\$175.00 per hour
Senior Surveyor	\$165.00 per hour
Associate Engineer, Laboratory Manager	\$160.00 per hour
Associate Surveyor II	\$155.00 per hour
Senior Grant Analyst, Senior Staff Engineer.....	\$150.00 per hour
Associate Surveyor I, Senior Special Inspector.....	\$145.00 per hour
Associate Geologist.....	\$140.00 per hour
Associate Planner, Associate Surveyor, Staff Engineer	\$135.00 per hour
Staff Geologist.....	\$133.00 per hour
Staff Planner, Staff Surveyor	\$130.00 per hour
Senior Technician	\$125.00 per hour
Assistant Engineer, Assistant Planner, Assistant Geologist, Assistant Surveyor, Testing Lab Tech	\$120.00 per hour
Grant Analyst	\$110.00 per hour
Senior Project Coordinator	\$100.00 per hour
Project Coordinator.....	\$85.00 per hour

HOURLY PREVAILING WAGE FIELD INSPECTION RATES

Geology Group 3: Soils / Asphalt	\$170.00 per hour
Group 1: Masonry, Group 2: Welding / Construction Inspections.....	\$155.00 per hour
Group 3: Soils / Asphalt, Group 4: Concrete	\$150.00 per hour

HOURLY SURVEY RATES - Hourly survey rates are charged for travel time and from job site and on-site time.

Marking Borings / USA Marking Humboldt / Sonoma / Napa (Prevailing Wage Qualifying)	\$220.00 per hour
Marking Borings / USA Marking Mendocino / Lake (Prevailing Wage Qualifying)	\$170.00 per hour
One-Man Survey	\$160.00 per hour
One-Man Survey (Prevailing Wage Qualifying).....	\$210.00 per hour
Two-Man Survey	\$290.00 per hour
Two-Man Survey (Prevailing Wage Qualifying).....	\$370.00 per hour
Three-Man Survey.....	\$370.00 per hour
Three-Man Survey (Prevailing Wage Qualifying)	\$500.00 per hour

EXPERT WITNESS SERVICES - Expert witness services include, but are not limited to, preparation for and attendance at depositions or court by Principal or Senior Professionals. Other staff support will be billed at regular hourly rates.

Principal Professional Expert.....	\$500.00 per hour
Senior Professional Expert	\$400.00 per hour

ANNUAL RATE INCREASE - LACO Associates anticipates an annual hourly rate increase of 3% to 5% effective January 1st of each new year without prior notice. For projects that span multiple years, an updated Schedule of Rates will be sent with the first invoice that reflects the annual increase.

NOTES

1. The above rates are regular hourly rates and include payroll costs, overhead, and profit. If overtime is requested by the client, it will be charged at 130% of the above hourly rates.
2. Outside services, including, but not limited to, consultants and laboratories, will be billed at Cost plus 15%.
3. Subsistence and per diem will be calculated at Cost plus 15%.
4. All travel time will be charged at the regular hourly rates.

TRANSPORTATION

Automobile and pickup:

Trip charge per day (half-day minimum charge) \$70.00 per day (\$35 minimum charge)

Over 80 miles Federal Rate + \$0.10 per mile

Other transportation, air travel, etc. \$Cost + 15%

MATERIALS

Survey hubs, stakes, lath, or guineas \$1.00 each

Survey markers, plain iron pipe \$5.00 each

Plan copies per sheet (11x17) black & white \$0.25 color \$2.50 each

Plan copies per sheet (24x36) black & white \$5.00 mylar \$20.00 color \$21.25 each

All other materials or printing \$ Cost + 15%

Survey Equipment Rates

Trimble S7 Robotic Total Station \$250.00 per day

Trimble R12i GNSS GPS Receiver \$500.00 per day

Mobile Mounted LiDAR and Digital Camera \$1,000.00 per day

Geo-MMS Advanced Navigator Drone with LiDAR and Digital Camera \$1,500.00 per day

RATES FOR MATERIALS AND SOILS TESTING

Laboratory tests are performed on samples delivered to our lab in Eureka, California. Sample pick_up, special tests, and unusual sample preparation are billed at the applicable hourly rate. Faxes of reports and duplicate mailings are available for \$5 each. Reports requiring review and signature will be billed at the applicable rate. For other testing not listed, please inquire.

*Minimum charge of 1/2-day on all equipment billed on daily basis **Plus Technician Rate ***Sample preparation not included

A. AGGREGATE AND SOILS TESTING

100.	Sieve Analysis – Coarse and Fine, Caltrans 202, ASTM C-136	\$155.00
101.	Sieve Analysis – Coarse, Caltrans 202, ASTM C-136.....	\$75.00
102.	Sieve Analysis – Fine, Caltrans 202, ASTM C-136	\$90.00
103.	Finer than #200, ASTM C-117	\$80.00
104.	Particle Size Analysis, ASTM D-422	\$192.00
105.	Cleanness Value, Caltrans 227	\$186.00
106.	Sample Preparation	\$35.00
107.	USDA Textural Suitability Analysis (per point)	\$90.00
108.	Bulk Density, Leachfield System Suitability	\$53.00
109.	Atterberg Limits, LL-PL-PI, ASTM 4318.....	\$171.00
110.	Sand Equivalent, Caltrans 217, ASTM D-2419.....	\$105.00
111.	Specific Gravity – Coarse, Caltrans 206, ASTM C-127	\$105.00
112.	Specific Gravity – Fine, Caltrans 207, ASTM C-128.....	\$155.00
113.	Maximum Density of Soils, Caltrans 216, ASTM D-698 or D-1557	\$190.00
114.	Maximum Density of Soils with Rock Correction, ASTM D-4718	\$210.00
301.	Nuclear Density Gauge (hourly), Caltrans 231, ASTM D6938 **	\$15.00
302.	Nuclear Density Gauge (daily), Caltrans 231, ASTM D6938 **	\$85.00
116.	Organic Impurities, ASTM C-40	\$80.00
117.	Moisture Content of Soils In Place, ASTM D-2216	\$25.00
118.	Density of Soils In Place, ASTM 2937	\$50.00
119.	Percent Crushed Particles, Caltrans 205, ASTM D-5821	\$186.00
120.	Durability Index – Coarse, Caltrans 229, ASTM D-3744	\$150.00
121.	Durability Index – Fine, Caltrans 229, ASTM D-3744.....	\$110.00
122.	RH Meter (each location / hole).....	\$65.00
123.	Unconfined Compressive Strength	\$80.00
124.	CBR Soils Test with Compaction.....	\$550.00
125.	Consolidation, 3" dia., ASTM D-2435	\$335.00
127.	Direct Shear, ASTM D-3080 (3 points)	\$350.00
128.	Direct Shear, ASTM D-3080 (per additional point).....	\$69.00
129.	Sample Preparation	\$35.00
130.	Expansion Index, ASTM D-4829	\$351.00
131.	Pocket Penetrometer	\$20.00
135.	Unit Weight, ASTM C-29	\$186.00

139.	CBR Soils Test Without Compaction.....	\$350.00
166.	Max. Theoretical Specific Gravity (RICE), ASTM D2041.....	\$175.00
167.	Moisture % of Bituminous Mixtures, CAL370	\$75.00
168.	Bulk Specific Gravity of Compacted Asphalt Mixtures, ASTM D2726.....	\$65.00
169.	Marshall Compaction, Density, 3 specimens, ASTM D6926, D2726	\$345.00
170.	Marshall Stability & Flow, 3 specimens, ASTM D6927	\$230.00
171.	% Binder Content, NCAT Ignition Oven, ASTM D6307	\$150.00
172.	NCAT Calibration, ASTM D6307	\$380.00

B. CONCRETE AND FIELD TESTING

150.	Concrete/Grout Compressive Strength (curing, testing & disposal), Caltrans 521, ASTM C-39.....	\$35.00
151.	Concrete Compressive Strength, Caltrans 521, ASTM C-39	\$35.00
152.	Specimen Processing and Curing, ASTM C-31.....	(each) \$8.00
153.	Disposable Concrete Molds	(each) \$5.00
154.	Concrete Mix Design, Preparation, Review, and Adjustment	\$200.00
156.	Percent Entrained Air (Method ASTM C-231 or C-173)**.....	\$20.00
157.	Shrinkage Test, ASTM C-157 (3 bars)	(per test) \$300.00
158.	Concrete Rebound Test, ASTM C-805**	(per day) \$25.00
159.	Coring; Concrete, CMUs and AC, 4-inch core **	\$3.00 per inch length
161.	Coring; Concrete, CMUS and AC, 6-inch core **	\$3.00 per inch length
163.	Splitting Tensile Strength, ASTM C-496.....	(per test) \$90.00
164.	Voltage Meter.....	(per day) \$35.00

C. SPECIAL EQUIPMENT

258.	Coating Thickness Gauge	(per Day) \$25.00
246.	Skidmore **	(per day) \$60.00
303.	Core Drilling Machine**.....	(per day) \$75.00
333.	Load Cell **.....	(per hour) \$15.00
334.	Torque Wrench **	(per hour) \$10.00
320.	Photoionization Hydrocarbon Vapor Detector *	(per day) \$100.00
450.	Field Lab Analysis (Hanby).....	(per test) \$25.00
332.	Turbidity Meter *	(per day) \$40.00
352.	Dissolved Oxygen Meter *	(per day) \$40.00
245.	pH/T/K Meter *	(per day) \$40.00
247.	Water Level Meter	(per day) \$25.00
321.	Bladder Pump/2" Submersible Pump *	(per day) \$45.00
224.	Cam/Portable Pump (12-volt).....	(per well) \$5.00
336.	Pressure Washer *	(per day) \$45.00
456.	Rotary Hammer Boring System.....	(per boring) \$25.00
452.	Hydro Punch.....	(per sample) \$30.00
454.	Continuous Core Sampler	(per foot) \$5.00
249.	Generator *	(per day) \$40.00
244.	4-Channel Datalogger *	(per day) \$115.00
354.	Hand Auger *	(per day) \$25.00
22.	Traffic Control Cones (25) *	(per day) \$8.00
31.	Barricade *	(per day) \$5.00
23.	Passive Skimmer (1 liter).....	(per week) \$15.00
24.	Electric Skimmer	(per week) \$125.00
326.	Submersible Pump *	(per day) \$45.00
322.	Centrifugal Pump *	(per day) \$100.00
252.	Confined Space Multi-Gas Meter (LEL, Oxygen, PID, Hydrogen Sulfate, CO).....	(per day) \$90.00
661.	Calcium Chloride Kits	(each) \$25.00

*Minimum charge of 1/2-day on all equipment billed on daily basis **Plus Technician Rate ***Sample preparation not included

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McKinleyville Community Services District

BOARD OF DIRECTORS

August 2, 2023

TYPE OF ITEM: **ACTION**

ITEM: D.8 **Approve FY21-22 Single Audit**

PRESENTED BY: **Nicole Alvarado, Finance Director**

TYPE OF ACTION: **Consent**

Recommendation:

Staff recommends that the Board review and receive the information provided and approve the FY21-22 Single Audit.

Discussion:

In accordance with Federal law, the Office of Management and Budget requires all governmental entities that receive more than \$750,000 to complete an audit of federal awards. In FY21-22, the District expended \$3,377,145 in federal awards for projects such as the microgrid, the sewer undercrossing retrofit, the 4.5 mg tank, and the water and wastewater arrearage program.

The District's external auditor C.J. Brown & Company, CPA has completed their review of the District's financials and grant compliance requirements and has issued an unmodified "clean" opinion in regards to the District's use of federal funds. The Single Audit will be posted on the District's website, submitted to the Federal Single Audit Clearinghouse, and the State of California Controller's Office.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

Not applicable

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – MCSD Single Audit Report FY21-22

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McKinleyville Community Services District

Single Audit Report

For the Fiscal Year Ended June 30, 2022

McKinleyville Community Services District
Single Audit Report
For the Fiscal Year Ended June 30, 2022

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C.J. Brown & Company CPAs
An Accountancy Corporation

Christopher J. Brown, CPA, CGMA
Jonathan Abadesco, CPA
Jeffrey Palmer

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**Independent Auditor's Report on Internal Control Over Financial Reporting
and on Compliance and Other Matters Based on an Audit of Financial Statements
Performed in Accordance with *Government Auditing Standards***

Board of Directors
McKinleyville Community Services District
McKinleyville, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities of the McKinleyville Community Services District (District) as of and for the fiscal year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements and have issued our report thereon dated January 4, 2023.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Independent Auditor's Report on Internal Control Over Financial Reporting
and on Compliance and Other Matters Based on an Audit of Financial Statements
Performed in Accordance with *Government Auditing Standards*, continued**

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance, and the results of that testing, and did not provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

C.J. Brown & Company, CPAs

C.J. Brown & Company CPAs
Cypress, California
January 4, 2023



C.J. Brown & Company CPAs
An Accountancy Corporation

Christopher J. Brown, CPA, CGMA
Jonathan Abadesco, CPA
Jeffrey Palmer

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**Independent Auditor's Report on Compliance for Each Major Federal Program and
Report on Internal Control over Compliance in Accordance with the *Uniform Guidance***

Board of Directors
McKinleyville Community Services District
McKinleyville, California

Report on Compliance for Each Major Federal Program

We have audited the McKinleyville Community Services District's (District) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the District's major federal programs for the year ended June 30, 2022. The District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the McKinleyville Community Services District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

Basin for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the *Uniform Guidance* are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the District's compliance with the compliance requirements referred to above

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the District's federal programs.

Independent Auditor's Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the *Uniform Guidance*, continued

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the District's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the *Uniform Guidance* will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the District's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the *Uniform Guidance*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding District's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of District's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the *Uniform Guidance*, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

**Independent Auditor’s Report on Compliance for Each Major Program and on
Internal Control over Compliance Required by the *Uniform Guidance*, continued**

Report on Internal Control Over Compliance, continued

Our consideration of internal control over compliance was for the limited purpose described in the *Auditor’s Responsibilities for the Audit of Compliance* section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited financial statements of the governmental activities, and each major fund information of the District, as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the District’s basic financial statements. We issued our report thereon dated January 4, 2023, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards on page 6 is presented for purposes of additional analysis as required by the *Uniform Guidance* and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements and certain additional procedures including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the *Uniform Guidance*. Accordingly, this report is not suitable for any other purpose.

C.J. Brown & Company, CPAs

C.J. Brown & Company CPAs
Cypress, California
June 9, 2023

**McKinleyville Community Services District
Schedule of Expenditures of Federal Awards
For the Fiscal Year Ended June 30, 2022**

<u>Federal Grantor/Program Title:</u>	<u>Federal CFDA Number</u>	<u>Award Number</u>	<u>Grant Expenditures</u>
U.S. Environmental Protection Agency			
Major Program:			
Clean Water State Revolving Fund			
Pass Through - California State Water Resources Control Board			
Wastewater System Energy Efficiency and Renewable Energy Project	66.458	C-06-8221-110	\$ 3,106,716
Wastewater Recycling Expansion Project	66.458	C-06-8393-110	<u>34,727</u>
Total for CFDA No.	66.458		<u>3,141,443</u>
U.S. Department of Homeland Security			
Federal Emergency Management Agency			
Hazard Mitigation Grant Program (HMGP)			
Directly Awarded:			
4.5 MG Water Reservoir Project	97.039	4344-68-012R	144,261
Sewer Highway Crossing Retrofit Supplement	97.039	4344-59-14	<u>15,836</u>
Total for CFDA No.	97.039		<u>160,097</u>
U.S. Department of Treasury			
Coronavirus State and Local Fiscal Recovery Funds			
Pass Through - California State Water Resources Control Board			
California Water Arrearages Payment Program	21.027	CA1210016	49,178
California Wastewater Arrearages Payment Program	21.027	CA240093	<u>26,427</u>
Total for CFDA No.	21.027		<u>75,605</u>
Total Federal Awards			<u>\$ 3,377,145</u>

McKinleyville Community Services District
Notes to Schedule of Expenditures of Federal Awards
For the Fiscal Year Ended June 30, 2022

(1) Summary of Significant Accounting Policies

The McKinleyville Community Services District (District) include expenditures in its Schedule of Expenditures of Federal Awards (SEFA Schedule) for federal awards received indirectly by the District from a nonfederal agency, State of California – California State Water Resources Control Board and federal awards received directly by the District from a federal agency, U.S Department of Homeland Security. Only the portion of program expenditures reimbursable with such federal funds is reported in the accompanying schedule. Program expenditures in excess of the maximum federal reimbursement authorized or the portion of the program expenditures that was funded with other state, local, or other nonfederal funds are excluded from the accompanying SEFA schedule.

(2) Basis of Accounting

The accompanying SEFA Schedule has been presented on the accrual basis of accounting. Expenditures are recorded, accordingly, when incurred rather than when paid.

Expenditures reported on the SEFA Schedule are recognized following the cost principles contained in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (*Uniform Guidance*).

(3) Relationship to Annual Financial Report

Amounts reported in the accompanying SEFA Schedule agree to amounts reported within the District's Annual Financial Report.

(4) Relationship to Federal Financial Report

Amounts reported in the accompanying SEFA Schedule agree with amounts reported within federal financial reports.

(5) Contingencies

Under the terms of federal grants, additional audits may be requested by the grantor agencies and certain costs may be questioned as not being appropriate expenditures under terms of the grants. Such audits could lead to a request for reimbursement to grantor agencies.

(6) Indirect Cost Rate

The District has elected not to use the 10% de minimis indirect cost rate as allowed under the Uniform Guidance.

**McKinleyville Community Services District
Schedule of Findings and Questioned Cost
Fiscal Year Ended June 30, 2022**

Section I—Summary of Auditor’s Results	Response
<i>Basic Financial Statements</i>	
Type of auditor’s report issued:	Unmodified
Internal control over financial reporting:	
• Material weakness(es) identified?	No
• Significant deficiencies identified that are not considered to be material weakness(es)?	None reported
Noncompliance material to financial statements noted?	No
<i>Federal Awards</i>	
Internal control over major programs:	
• Material weakness(es) identified?	No
• Significant deficiencies identified?	None reported
Type of auditor’s report issued on compliance for major programs:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with 2CFR Section 200.516(a) (Uniform Guidance):	No
Identification of major programs tested include:	
U.S. Environmental Protection Agency	
Pass Through – California State Water Resources Control Board	
Clean Water State Revolving Fund – CFDA No. 66.458	
Dollar threshold used to distinguish between type A and type B programs:	\$750,000
Auditee qualified as a low-risk auditee?	No
Section II—Financial Statement Findings	
None noted for Fiscal Year 2021-2022.	
Section III—Federal Award Findings and Questioned Costs	
None noted for Fiscal Year 2021-2022.	

Net revenues from ticket sales will be shared equally between the District and the PTO.

The draft MOU to be used between MCSD and the four PTOs can be reviewed in **Attachment 1**. It outlines the responsibilities of each organization and the split of the net revenues for each dance hosted. If approved the dances will be scheduled for October 27th, December 1st, February 9th, and April 5th.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

Between FY 2018-19 and FY 2019-20 the average net revenue from each dance was \$1,586 (excluding concessions). Average revenue from concessions was \$204 per dance. Given the success of the four dances collaboratively hosted in fiscal year 2022-23 as outlined in the table below, it is anticipated that MCSD will net at least \$5300 if not more.

2022/2023 School Year Dance Ticket Sales

Dance Date	# of Tickets	Net Revenue	Split Amt.
12/9/2022	316	\$ 3,051.00	\$ 1,525.50
3/31/2023	319	\$ 3,065.00	\$ 1,532.50
5/19/2023	301	\$ 2,741.00	\$ 1,370.50
6/9/2023	248	\$ 1,827.00	\$ 913.50
Total	1184	\$ 10,684.00	\$ 5,342.00
Average	296	\$ 2,671.00	\$ 1,335.50

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – DRAFT Memorandum of Understanding between MCSD and School PTO

**MEMORANDUM OF UNDERSTANDING
BETWEEN MCKINLEYVILLE COMMUNITY SERVICES DISTRICT &
(Name of School) PARENT TEACHER ORGANIZATION FOR THE PROVISION OF MIDDLE
SCHOOL DANCES**

This Memorandum of Understanding (MOU) is entered into effective _____ by and between the McKinleyville Community Services District, herein referred to as (MCSD) and the (NAME OF SCHOOL) Parent Teacher Organization herein referred to as (NAME OF SCHOOL PTO).

The term of this agreement shall commence on the above date and shall terminate on June 16, 2024.

Purpose and Background:

The purpose of this MOU is to establish MCSD and NAME OF SCHOOL PTO respective roles, duties and responsibilities that each party hereby agrees to perform and undertake with respect to the provision of dances for middle school youth, grades 6 through 8.

This cooperation serves the mutual interests of both parties and youth in the community.

Prior to the COVID-19 Pandemic that began in 2020, MCSD hosted dances for middle school students in Humboldt County five times each school year. These dances were very popular and provided a recreation outlet for many youth in the community and surrounding communities. MCSD currently does not have enough staff to be able to host these dances. NAME OF SCHOOL PTO values the opportunity dances provide for middle school age youth and would like to see such dances offered.

MCSD and NAME OF SCHOOL PTO hereby wish to establish a cooperative relationship under the terms and conditions set forth below.

Respective Roles, Duties and Responsibilities of MCSD and NAME OF SCHOOL PTO

For the performance of the duties and responsibilities as defined below, the net revenue from each dance shall be split between MCSD and NAME OF SCHOOL PTO with each organization getting fifty percent of the net revenue.

Section A: As to MCSD:

1. MCSD agrees to make the McKinleyville Activity Center Gym available for dances.
2. MCSD agrees to contract and pay the costs associated with the provision of DJ/music services for dances.
3. MCSD agrees to provide one (1) Recreation Coordinator and two (2) Program Director staff members to work dances at the McKinleyville Activity Center Gym.
4. MCSD agrees to manage the sale of the Dance Tickets in person and online and collect the revenue.
5. MCSD agrees to collect dance rule acknowledgments from attendees and compile them into an Excel Spreadsheet.
6. MCSD agrees to create and distribute flyers and other marketing materials

7. MCSD agrees to determine the net income after deducting costs associated with each dance & create a report. "Net Income" is defined to include all income generated from ticket sales from a Dance, less the DJ costs and labor costs.
8. MCSD agrees to provide the Net Income Report & a check made out for 50% of the Net Income for each dance to the NAME OF SCHOOL PTO within 30 days after the dance date.

Section B: As to NAME OF SCHOOL PTO:

1. NAME OF SCHOOL PTO agrees to provide one Chaperone Lead Person to recruit and lead other Volunteer Dance Chaperones.
2. NAME OF SCHOOL PTO agrees to provide sufficient Volunteer Dance Chaperones to maintain the Ratio of one chaperone to every twenty youth attendees at each dance.
3. NAME OF SCHOOL PTO agrees to run and manage concessions sales during the dance and will retain all revenues from concession sales.

Section C: MCSD and NAME OF SCHOOL PTO Further Agree and Acknowledge:

1. INDEMNIFICATION:

A. To the extent permitted by law, the NAME OF SCHOOL PTO shall defend, indemnify and hold harmless MCSD, its officers, employees and agents from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of NAME OF SCHOOL PTO, its respective officers, agents or employees.

B. To the extent permitted by law, MCSD shall defend, indemnify and hold harmless the NAME OF SCHOOL PTO, its officers, employees and agents from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of MCSD, its officers, agents or employees.

2. INSURANCE: Without limiting the NAME OF SCHOOL PTO's indemnification obligations provided for herein, NAME OF SCHOOL PTO will maintain in full force and effect, at its own expense, a comprehensive general liability insurance and workers' compensation policies. Minimum limits of \$1,000,000.00 will be maintained for general liability coverage. Workers' compensation coverage will be maintained to the extent required by the laws of the State of California. MCSD will be named as an addition insured on the NAME OF SCHOOL PTO general liability insurance policy. The additional insured endorsement required by this provision and any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below:

MCSD: McKinleyville Community Services District
Attention: Lesley Frisbee
PO Box 2037
1656 Sutter Rd., McKinleyville, CA 95519

3. This MOU may be revised or modified only with the written consent of both parties.

Agreed upon and Accepted By:

McKinleyville Community Services District

Signature: _____
Pat Kaspari, General Manager

Date: _____

Name of school PTO

Signature: _____

Date: _____

Title: _____

DRAFT

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McKinleyville Community Services District

BOARD OF DIRECTORS

August 2, 2023

TYPE OF ITEM: **ACTION**

ITEM: D.10 **Consider Approval of Resolution 2023-16 Designating Subrecipient's Authorized Agent for the Hazard Mitigation Grant Program and the Pre-Disaster Mitigation Program**

PRESENTED BY: **Pat Kaspari, General Manager**

TYPE OF ACTION: **Roll Call Vote**

Recommendation:

Staff recommends that the Board review the information provided and approve Resolution 2023-16, **Attachment 1**, designating the General Manager as Authorized Agent for the purpose of the Hazard Mitigation Program and the Pre-Disaster Mitigation Program.

Discussion:

Resolution 2023-16 is intended to designate the GM as an authorized agent of MCSD. This resolution does not supersede MCSD's Expenditure Control Policy or in any way modify the General Manager's discretionary spending limits.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

Not applicable

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Resolution 2023-16

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RESOLUTION 2023-16

**DESIGNATION OF SUBRECIPIENT'S AGENT RESOLUTION
HAZARD MITIGATION GRANT PROGRAM AND PRE-DISASTER MITIGATION PROGRAM**

BE IT RESOLVED by the Board of Directors of the McKinleyville Community Services District:

1. That the General Manager is hereby authorized to execute for and on behalf of the McKinleyville Community Services District, a public entity established under the laws of the State of California, all applications and associated documents, and to file it with the California Governor's Office of Emergency Service for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
2. That the McKinleyville Community Services District, a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the California Governor's Office of Emergency Service for all matters pertaining to such state disaster assistance the assurances and agreements required.
3. That this is a universal Resolution and is effective for all open and futures Disasters/Grants up to three (3) years following the date of approval below.

ADOPTED, SIGNED AND APPROVED at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on August 2, 2023 by the following polled vote:

AYES: Binder, Biteman, Couch, Orsini, and Mayo

NOES:

ABSENT:

ABSTAIN:

Gregory P. Orsini, Board President

Joey Blaine, Board Secretary

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ACWA REGION 1 PROGRAM AND TOUR

MIDDLETOWN, CA

WHEN

August 11
9:00 am – 3:00 pm

[Add to Calendar](#)

LOCATION

15500 Central Park Road, Middletown, California, USA

[Get Directions](#)

ACCOMMODATIONS

Twin Pine Hotel
22223 Highway 29
Middletown, CA 95461
ACWA Guest Rate on August 10 starting at \$169
Secure the “ACWA Rate” by calling before August 3
(707) 987-0297

COST

\$55.00
Member Pre-Registration Fee

85.00
Non-Member Pre-Registration Fee

DEADLINE

August 3, 2023

ACWA REGION 1 PROGRAM AND TOUR The Geysers: Exploring the Watershed-Watt Nexus



Join us in Middletown on August 11 for an informative tour of The Geysers and an opportunity to connect with your colleagues in the region. Attendees will learn how the largest geothermal operation in North America is supported by the regional water supply, and how two large-scale wastewater injection projects from Lake County and the City of Santa Rosa make sustainable power generation at The Geysers possible. The Calpine Corporation will guide tour participants through several stops to see The Geysers' operations firsthand and learn the ways in which the geothermal field benefits the region and the environment.

The program will include a continental breakfast, tour transportation, and boxed lunch. See **Preliminary Program Agenda** for additional details.

Sponsorship opportunities available!

Questions: Contact Regional Affairs Representative Jennifer Rotz at JenniferR@acwa.com or (916) 669-2373

ACWA REGION 1 BOARD 2022 – 2023

Chair: J. Bruce Rupp, Humboldt Bay Municipal Water District • **Vice Chair:** Jennifer Burke, City of Santa Rosa

Board Members: Tamara Alaniz, Brooktrails Township Community Services District; Dennis Mayo, McKinleyville Community Services District; Elizabeth Salomone, Mendocino County Russian River Flood Control & Water Conservation Improvement District; Brad Sherwood, Sonoma Water



The Geysers: Exploring the Watershed-Watt Nexus

ACWA Region 1 Program & Tour – Preliminary Program Agenda and Itinerary

August 11, 2023 | Middletown, CA

- 9:00 a.m. Check-in and Continental Breakfast at Calpine’s Geothermal Visitor Center
15500 Central Park Road, Middletown, CA
- 9:30 a.m. Welcome and Introductions
Bruce Rupp, Chair, ACWA Region 1
Pam Tobin, President, ACWA Board of Directors
Cathy Green, Vice President, ACWA Board of Directors
- 9:40 a.m. ACWA Update
Dave Eggerton, Executive Director, ACWA
- 10:00 a.m. Overview of The Geysers, Exhibit Hall Presentation, and Safety Orientation
- 11:00 a.m. Depart Visitor Center for The Geysers
- 11:30 a.m. Stop 1: Sonoma Overlook entering Post 3
- 12:00 p.m. Stop 2: Burned Mountain Fumaroles & Well Pad Stop
- 12:30 p.m. Stop 3: Geysers Administration Building Stop
 - *Geology & Central Operations Overview*
 - *The Geysers Recharge Project Overview*
 - *Lunch*
- 1:45 p.m. Tour Socrates U-18 Geothermal Power Plant
- 2:30 p.m. Depart The Geysers
- 3:00 p.m. Concluding Remarks at the Visitor Center
Jennifer Burke, Vice Chair, ACWA Region 1

THANK YOU TO OUR SPONSORS



ACWA REGION 1 BOARD 2022 – 2023

Chair: J. Bruce Rupp, Humboldt Bay Municipal Water District • **Vice Chair:** Jennifer Burke, City of Santa Rosa
Board Members: Tamara Alaniz, Brooktrails Township Community Services District; Dennis Mayo, McKinleyville Community Services District; Elizabeth Salomone, Mendocino County Russian River Flood Control & Water Conservation Improvement District; Brad Sherwood, Sonoma Water

Event underwritten by ACWA Region 1

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McKinleyville Community Services District

BOARD OF DIRECTORS

August 2, 2023

TYPE OF ITEM: **ACTION**

ITEM: E.1 **Consider Adoption of Resolution 2023-14 Recognizing, Honoring, and Commending Brad Hayman for Ten (10) Years of Service**

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

TYPE OF ACTION: **Roll Call**

Recommendation:

Staff recommends that the Board of Directors consider adoption of Resolution 2023-14 honoring Brad Hayman for his ten (10) continuous years of service at the McKinleyville Community Services District.

Discussion:

Attached for the Board of Directors' review is Resolution 2023-14 recognizing, honoring, and commending Brad Hayman for his ten (10) continuous years of service. Please join us in presenting Brad Hayman with a Resolution and longevity award acknowledging his continuing contributions to the McKinleyville Community Services District.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

Not applicable

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Resolution 2023-14

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RESOLUTION 2023 – 14

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

WHEREAS, BRAD HAYMAN, having faithfully served ten (10) continuous years as an employee of the McKinleyville Community Services District (the “District”) from July 17, 2013 to July 17, 2023; and

WHEREAS, throughout his years of service, Brad has demonstrated commitment and dedication to the maintenance of parks, facilities and open spaces; and

WHEREAS, Brad is reliable and resourceful while managing competing priorities with limited resources; and

WHEREAS, Brad consistently meets the requirements of his job with high quality performance in service to providing the community clean and safe parks and facilities; and

WHEREAS, Brad is the well-respected supervisor and leader of the Parks Maintenance team as well as the District’s only certified Playground Safety Inspector; and

WHEREAS, Brad lends his talents and experience to the betterment of the District he has proven to be a valuable asset to the District and to the community of McKinleyville.

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

ADOPTED, SIGNED AND APPROVED at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on the 2nd day of August 2023 by the following polled vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Gregory P. Orsini, Board President

Attest:

Joseph Blaine, Board Secretary

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Not applicable

Exhibits/Attachments:

None

McKinleyville Community Services District

BOARD OF DIRECTORS

August 2, 2023

TYPE OF ITEM: **ACTION**

ITEM: E.3 **Consider Release of Response to Humboldt County Civil Grand Jury Report on Incorporation**

PRESENTED BY: **Patrick Kaspari, General Manager**

TYPE OF ACTION: **Roll Call Vote**

Recommendation:

Staff recommends that the Board review the information provided, discuss, take public comment, and provide copies of the District's June 15, 2023 response to the Humboldt County Civil Grand Jury Report on McKinleyville Incorporation to other appropriate agencies and make it a Public document.

Discussion:

As the Board is aware, the Humboldt County Civil Grand Jury came out with a report on the possibility of incorporating McKinleyville (see **Attachment 1**). As detailed in the Grand Jury Report, the Grand Jury made several Findings and Recommendations associated with Humboldt County and the Board of Supervisors supporting the preparation of an Initial Feasibility Analysis on the potential for incorporation of the City of McKinleyville. At the June 7, 2023 Regular Board Meeting, the Board authorized President Orsini, GM Kaspari and District Legal Counsel Russ Gans to draft a response to the Grand Jury Report. This letter was drafted and submitted to the Grand Jury on June 15, 2023.

On the original draft of the letter, President Orsini and GM Kaspari had cc'ed John Ford (Humboldt County Planning Director), Collette Santsche (LAFCo Executive Officer), Lisa Dugan (MMAC Chair) and Kevin Jenkins (MIESC Chair). Given the confidentiality requirements surrounding Grand Jury enquiries, Legal Counsel Gans recommended that we not cc these individuals, but request that the Grand Jury send copies of our letter to them. That is what was done, and to date, approximately seven weeks after the letter was sent, there is no indication that our letter has been forwarded on by the Grand Jury.

President Orsini and GM Kaspari feel that it is important for government transparency and given that the County and MMAC are in the process of responding to the Grand Jury Report, that our response and outlined concerns be made available to these other entities and the Public. Legal Counsel Gans stated that generally the confidentiality requirements apply to the grand jurors themselves. Civil grand jurors are sworn to secrecy, and all of their proceedings are secret. Meeting minutes are immune to subpoena and cannot be inspected by any member of the public. Under Penal Code § 924.1, it is a misdemeanor to divulge any evidence, anything said in proceedings, or how a grand juror may

have voted on a matter. Confidentiality of interviewees and complainants is also a focal point for civil grand juries. That is why he recommended MCSD first report to the Grand Jury that the District would like to share the letter with other responding agencies, as it is vague as to where the grand jury is in the process with respect to this “investigation”.

Given the lack of response from the Grand Jury, Staff recommends that the District’s response letter be forwarded to the individuals listed above, with the additional ramifications that the document would become a Public document.

Alternatives:

Take No Action

Fiscal Analysis:

Not applicable

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Humboldt County Civil Grand Jury Report “Incorporating the City of McKinleyville”

Incorporating the City of McKinleyville: To Be, or Not to Be?

SUMMARY

Humboldt County has a housing shortage. Eureka, Arcata, and Fortuna are largely built-out, with populations that have remained relatively stable or grown slowly for decades. New housing in those cities will come largely from high-density infill projects. But there is one part of our county that's had a steadily increasing population, and that still has room to grow: McKinleyville.

How will McKinleyville grow, and who will make those decisions?

McKinleyville has the third-largest population in our county, opportunities for commercial development and housing, a high quality of life, and a citizenry that has become more cohesive over time. McKinleyville used to be a big, ill-defined area – it's grown into a community. More precisely, it's an unincorporated community – it has no elected government with a City Council that answers directly to the citizens. Much of its future is guided by the County of Humboldt and the Board of Supervisors, only one of whom is elected by the residents of McKinleyville.

Functions that would normally be part of city government come from a variety of places. Land-use planning, building codes, roads, and police protection are provided by the county. A special district provides water and sewer service, streetlights, and parks. Another special district provides fire protection.

Recently, significant interest has been shown in exploring whether that should change.

There are advantages and disadvantages to incorporating into a city. There are many things to consider, including the future of housing and the Town Center, tax and revenue factors, service needs and desires, and a more intangible element, a sense of pride and engagement in one's community.

The purpose of this report isn't to advocate for remaining unincorporated or becoming a city. It won't explore the intricacies of revenue sources, what it might cost to form a planning department, the nuts-and-bolts of the Local Agency Formation Commission, or whether the idea is even practical or not. The topic is simply too complicated for the Grand Jury to tackle. It is something that takes a nonpartisan group of professionals to analyze.

The purpose of this report is to advocate that a preliminary comprehensive independent study on the practicality of McKinleyville incorporating into a city be done. It is only by having this information that the people of McKinleyville and Humboldt County can make important decisions about the wisdom of incorporating into our county's eighth city.

BACKGROUND

The arrival of non-Indigenous people to the area around Humboldt Bay was the singular watershed moment for our area. With the many changes, positive and tragic, came the largest industry in the area – the logging of old-growth redwood trees. Using local redwood, the California Barrel Company of Arcata and San Francisco, better known as Cal Barrel, became the largest barrel-makers in the world, shipping their products around the globe.

With increased logging the forests receded from Humboldt Bay. Transportation was often by horseback and getting workers to fresh timber became a challenge. In the late 1890's a small community was established on recently logged land about 6 miles north of the Cal Barrel mill and factory. Workers were given land by the company and built their homes out of whatever was available. Appropriately enough, it was named Calville.

Calville was built at what eventually became the intersection of Central Avenue and Sutter Road, in the heart of what we now know as McKinleyville, named after our 25th President, and the third-largest community in Humboldt County.

The growth of McKinleyville started slowly – in 1945 there were only about 500 people. By 1949 that number had jumped to about 1,500. Between 1950 and 1960 the Humboldt County population grew by 33%, and McKinleyville grew right along with it. Today about 16,500 people call McKinleyville home.

Humboldt County, and specifically the northern parts of Humboldt Bay, are poised for significant population growth. Increased enrollment at CalPoly Humboldt and expected increased employment in offshore energy projects and aquaculture will contribute to an already tight housing market. Due to its geographical location and open space McKinleyville is a logical place for much of that population growth.

In 1966 the citizens of McKinleyville first explored the possibility of creating a new city, and it has been explored several times since. At no point has a comprehensive independent study been completed that evaluated the pros and cons of incorporating. Recently an organized group of McKinleyville citizens have once again shown interest. This newly revived interest from the citizens of McKinleyville led the Humboldt County Civil Grand Jury to investigate the background, history, and current status of efforts to incorporate McKinleyville as a city.

GLOSSARY

- BOS Humboldt County Board of Supervisors
- CEQA California Environmental Quality Act
- CalPoly California State Polytechnic University, Humboldt
- IES Incorporation Exploration Sub-committee
- IFA Initial Feasibility Analysis

- LAFCo Local Agency Formation Commission
- MCSD McKinleyville Community Services District
- MMAC McKinleyville Municipal Advisory committee
- MOU Memorandum of Understanding
- “The county” Unincorporated portions of Humboldt County

METHODOLOGY

The methodology for conducting this investigation involved the study of legal authorities and public domain materials, as well as the conducting of interviews.

Public records reviewed include, but were not limited to:

- Relevant provisions of the California Government Code regarding incorporation
- Local Agency Formation Commission (LAFCo) procedures
- Rules and Regulations of the Humboldt County Board of Supervisors regarding the McKinleyville Municipal Advisory Committee (MMAC)
- Correspondence, memos, and presentations on municipal incorporation processes by LAFCo staff
- Correspondence, economic and fiscal analysis, and other work product from the year 2000 to the current time from California State Polytechnic University, Humboldt (CalPoly) graduate students and faculty
- Clerk’s minutes, agendas, and attachments from the recorded proceedings of the MMAC and its Incorporation Exploration Sub-committee (IES)

Interviews and other live proceedings included:

- Attendance at or review of the audio-recorded proceedings of several MMAC and /or IES meetings
- Interviews with people involved with the MMAC, the MCSD, and the LAFCo

DISCUSSION

Government in Humboldt County

Geographically, Humboldt County is large - at 3,567 square miles we're the 14th largest county in California and larger than two states.¹ By contrast, Humboldt County's population is small - in California there are 34 counties and 44 cities with greater populations than our 136,623.² Humboldt County is sparse - we have one person for every 33.3 square miles, 42nd in the state for density.

Forty-seven percent of our citizens live in one of our seven organized, independently governed cities: Eureka, Arcata, Fortuna, Rio Dell, Ferndale, Blue Lake, and Trinidad.³ These cities provide a range of services to their citizens, including water and sewer service, roads, streetlights, law enforcement, land-use planning, building code standards, and zoning and development. Each is governed by a City Council, elected solely by the residents of the city.

The remaining fifty-three percent of our citizens live in "the county", with services such as roads, streetlights, and law enforcement provided by the county government. Land-use planning, building code standards, and zoning and development are applied county-wide with little input and no ultimate control from the affected local communities. Local "special districts" provide other services, such as sewer and water, streetlights, and fire protection. The county is governed by the Board of Supervisors (BOS), who are elected by the voters in each of five particular Supervisorial Districts. More than 72,000 people live in "the county" and are widely dispersed with one exception: McKinleyville. With a population of about 16,500, 12% of the total county population, McKinleyville is the 3rd largest community in our county.⁴

Where does the money come from to pay for all this government? It depends where you live. City and county governments have many revenue sources, which may include property tax, local or countywide sales tax, and other local taxes. It might include money from the state government, the federal government, and from grants. It may include fees for services, such as recreational programs, business permits, or building permits. Some cities have "enterprise funds" for things like water and sewer service, which are run like a business paid for by direct billing for the services. Services provided by a special district, such as the McKinleyville Community Services District (MCSD), are paid for by the people who live within the borders of the district. In short, it's complicated.

¹ Counties by size: <http://www.usa.com/rank/california-state--land-area--county-rank.htm>

² Counties by population: https://www.california-demographics.com/counties_by_population

³ Searchable Census Database: <https://www.census.gov/quickfacts/humboldtcountycalifornia>

⁴ Humboldt County Population Trends: Population change by U.S. Census Division: <https://humboldtgov.org/DocumentCenter/View/467/2010-Population-Change---High-Resolution-PDF?bidId=>

Historical Explorations of Incorporating McKinleyville

The question of whether McKinleyville should be incorporated as a city has been considered in the past. In 1966, when the population was less than 6,500, the issue was put to a vote and was defeated. In 1981, with a population of about 7,700, the issue was again explored, but we could find no evidence that any complete analysis of costs, fiscal impacts or feasibility emerged from that effort.

By 1997 the population had grown to about 13,000 residents, and the McKinleyville Chamber of Commerce formed a committee to investigate the pros and cons of incorporation. In the year 2000 this effort led to the creation of a 27-page draft report by three California Polytechnic State University, Humboldt (CalPoly) graduate students in the Masters of Business program. This report was well done, but it fell far short of examining all the factors needed to make informed decisions about the feasibility of incorporation. The information, data, and analysis developed in that effort was incomplete and didn't move forward to a more formal examination.

The Local Agency Formation Commission

A Local Agency Formation Commission (LAFCo) is created in all but one county and reviews and approves, modifies, or rejects boundary changes, new or different services, and extensions of services.⁵ Importantly, LAFCo must analyze and approve the formation of a new city. This approval comes after a long and involved study of many factors. In 2019, a member of the Board of Supervisors conducted research into incorporating McKinleyville, leading to a LAFCo “City Incorporation Fact Sheet”.⁶

Current Exploration of Incorporating McKinleyville

The McKinleyville Municipal Advisory Committee (MMAC) was created by the Board of Supervisors and consists of eight volunteers who reside, own property, or conduct business in the greater McKinleyville area. Six members are appointed by the BOS. The McKinleyville Community Services District (MCSD) provides water and sewer services, streetlights, and parks and recreation opportunities. It is a special district, receiving most of its funding from fees for the services it provides. In recognition of its importance to the community, the MCSD General Manager and one MCSD board member occupy the two remaining positions on the MMAC.

The MMAC is an advisory group only. It has a minimal budget and staff support from the county. Per the MMAC Rules, Regulations, and Procedures (RRP), they have two primary responsibilities.⁷ The first is to give advice to county departments based on the ideas and local concerns they gather from community members.

⁵ LAFCo website: <https://humboldtlaico.org/>

⁶ LAFCo fact sheet: http://humboldtlaico.org/wp-content/uploads/8A_McKinleyville-Incorporation.pdf

⁷ MMAC Rules, Regulations, and Procedures: <https://humboldtgov.org/DocumentCenter/View/103548/MMAC-Rules-Regs--Procedures-1-27-2022>

The second responsibility is to “review, comment, and provide advisory recommendations to the Planning Commission and the Board of Supervisors on proposed zoning amendments, and General Plan petitions and amendments...” Their RRP is very specific about what the MMAC may *not* do:

- The MMAC will not review, comment or provide advisory recommendations on subdivisions, conditional use permits, special permits, coastal development permits or variances unless they are a part of a larger project which also includes a General Plan Amendment or Zone Reclassification.
- The MMAC is not a decision-making body, but it can make recommendations on proposed zoning, General Plan petitions and amendments.
- The MMAC will not have authority to make, set, provide interpretation of, or enforce county ordinances, policies or laws.

In other words, the MMAC has no binding authority on any matter, and it may not “review, comment or provide advisory recommendations” on significant portions of the land-use decisions in their community.

In 2022 citizens of McKinleyville once again expressed to the MMAC their interest in the possibility of creating a City of McKinleyville.⁸ In response, the MMAC created the Incorporation Exploration Sub-Committee (IES) expressly to facilitate an updated preliminary neutral analysis on the feasibility of McKinleyville becoming our county’s eighth city.

At the MMAC sub-committee’s request, LAFCo gave them a presentation on December 21, 2022, explaining the process needed to create a new city.⁹

Initial Feasibility Analysis: The First Step Toward Incorporation

There are many steps taken prior to forming a new city. The first is an Initial Feasibility Analysis (IFA). Generally, an effective IFA is a study conducted by an independent, experienced professional land use consultant. The focused analysis is just as it sounds – an assessment of the practicality of a proposed project or plan. In this case, the question is principally whether incorporation can or cannot be accomplished. It doesn’t advocate for any particular way to move forward - it merely lays out the facts. Some of the issues to be considered in an IFA are listed below:

- Identifying the overall purpose or objectives for the new city
- Determining the range and level of services the new city may assume
- Demonstrating how those services may be delivered

⁸ MMAC agendas, minutes, and recordings: <https://humboldt.gov/238/McKinleyville-Municipal-Advisory-Committ>

⁹ LAFCo presentation: <https://humboldt.gov/DocumentCenter/View/113826/Humboldt-LAFCo-Presentation-to-MMAC-Incorporation-Subcommittee>

- Exploring the advantages and disadvantages of consolidating services
- Identifying proposed changes to levels of service
- Identifying new revenue sources (taxes, assessments, impact fees, regulatory or service fees, etc.)
- Identifying changes to existing fees for services (building permits and planning fees, business licenses, etc.)
- Defining a logical incorporation boundary and possible boundary alternatives
- Determining the likely revenues and expenditures of the proposed new city to ensure it is financially feasible
- Analyzing the effects of the incorporation on adjacent communities, special districts, and the county
- Outlining steps for drafting and circulating an effective petition for formal incorporation, if supported
- Estimating costs for the incorporation process.

The conclusion of the IFA will determine if the process moves forward. If the IFA shows that creating a new city is impractical for any number of reasons it's likely that support for and interest in the topic will end there. These reasons don't include political considerations – a good IFA is neutral and entirely based on the facts.

There can be advantages to having a community organized as a city, such as:

- Having a locally elected City Council, who answer directly to the people of the city
- Having local control over such things as land-use planning, building code standards, and zoning and development
- Having the ability to provide additional services such as law enforcement and road maintenance, or choosing to contract with the county or another entity for those services
- Having the ability to keep some revenues from local, state, and federal sources closer to home

There can also be disadvantages to having a community organized as a city, such as:

- Possibly having a tax base that is not diverse, leaving the new city more vulnerable to certain kinds of economic downturns
- For urgent issues such as unanticipated road or bridge failures, having fewer resources than the county could provide
- A potential rise in taxes

If the IFA shows that a new city is feasible, the backers of the new city must submit an Initiation Petition to LAFCo. This petition must be signed by 25% of the voters and property owners in the proposed new city. Alternately, a petition may be brought forward by resolution of an affected agency, such as the Board of Supervisors.

The rest of the process is complicated and moves beyond the scope of this Grand Jury report. For instance, the decision to incorporate is subject to environmental and administrative review under the California Environmental Quality Act (CEQA) and other special provisions of law and regulation.

At the culmination of the process, if LAFCo approves moving forward, a vote on whether or not to incorporate is held. Ultimately, incorporation must have public support. The question must meet the threshold of 50% +1 of the ballots returned by registered voters residing in or owning property or a business in the potential new City of McKinleyville.

It should be noted that, similar to 2000, a team from the CalPoly Departments of Geography and Business is currently conducting another fiscal analysis which could constitute an early study of some components of feasibility. This new analysis will assist the MMAC and the Incorporation Exploration Sub-Committee, but it is *not* an IFA suitable for use in moving forward.

Creating an Initial Feasibility Analysis

The MMAC currently receives no substantial support from the county. Staff support is generally in the form of maintenance of the MMAC webpage and the posting, copying, and distribution of meeting agendas. Financial support covers basic supplies and meeting expenses and is at the discretion of the Board of Supervisors through their annual budgeting process. Per the RRP governing the MMAC, “County Staff will be directed to seek available grant funding to support the committee’s efforts.” We have found no evidence that any such grant funding has been sought or applied for.

Currently, the MMAC lacks the authority or funding to commission a thorough, independent Initial Feasibility Analysis. An IFA is much like a Proposition 218 Study, which requires expert fiscal analysis and professional engineering opinions on such things as increases in taxes or assessments of Utility Fee Rates.¹⁰ IFAs are generally prepared by experienced consultants, familiar with the LAFCo, CEQA and municipal incorporation processes.

Costs

In summary, MMAC has no authority or funding to take the next steps as required by LAFCo. They may advise the BOS about the results of the CalPoly study and advise on the proceedings of the Incorporation Exploration Sub-Committee. The ongoing CalPoly study cannot be expected to satisfy LAFCo’s critical assessment of feasibility.

¹⁰ Legislative Analysts Office, Understanding Proposition 218:
https://lao.ca.gov/1996/120196_prop_218/understanding_prop218_1296.html

The cost for preparation of the IFA will depend upon the scope of the county's Request for Proposal to engage appropriate analysts to conduct the study. We recommend that an independent and neutral IFA be conducted to examine the true costs and benefits or disadvantages of incorporating McKinleyville. We recommend the MMAC make an appropriate budget request to the BOS this year, and each year going forward as needed, to fund this study.

Conclusion

Citizens of McKinleyville have expressed interest in becoming a city. Similar interest has been demonstrated several times over the last 58 years, but aside from the "no" vote of 1966 there hasn't been a comprehensive study of whether incorporation makes any sense. The Humboldt County Board of Supervisors, using discretionary funds, can commission such a study. Thus far, they have not demonstrated interest in exploring the issue.

An independent and neutral Initial Feasibility Analysis will give the 16,500 residents of McKinleyville the knowledge they need to make informed decisions about their future. We believe that they deserve to possess this knowledge. The Board of Supervisors can make this happen, and we believe they should do so.

FINDINGS AND RECOMMENDATIONS

FINDINGS

The Humboldt County Civil Grand Jury finds that:

F1: Interest in the topic of incorporating McKinleyville as a city has been demonstrated by the citizens of McKinleyville. No in-depth Initial Feasibility Analysis of the advantages and disadvantages of incorporation has ever been conducted, resulting in the citizens not knowing the pros and cons of incorporation.

F2: Incorporation as a city poses financial and other impacts on the residents of the proposed new city, adjacent communities, and the county as a whole. Without an in-depth Initial Feasibility Analysis the citizens of McKinleyville cannot know how these impacts affect them.

F3: The McKinleyville Municipal Advisory Committee is an appointed body that provides recommendations to the County Planning Commission and the County Board of Supervisors on local issues. While the committee has received interest about incorporation from some citizens of McKinleyville, they have no ability to be responsive to these citizens because they cannot implement an in-depth Initial Feasibility Analysis.

F4: An independent and neutral qualified company that specializes in such matters is needed to create an in-depth Initial Feasibility Analysis. No funding for such a study exists.

RECOMMENDATIONS

The Humboldt County Civil Grand Jury recommends that:

R1: By no later than November 1, 2023, the Humboldt County Board of Supervisors provide the McKinleyville Municipal Advisory Committee and any of its subcommittees with the authority to seek other sources of funding to assist in the creation of the in-depth Initial Feasibility Analysis. **(F1, F2, F3, and F4)**

R2: By no later than November 1, 2023, the Humboldt County Board of Supervisors authorize the McKinleyville Municipal Advisory Committee, and any of its subcommittees, to make recommendations to the Board of Supervisors on the scope and specifics of the in-depth Initial Feasibility Analysis. **(F1, F2, F3, and F4)**

R3: By no later than November 1, 2023, the Humboldt County Board of Supervisors provide additional staff support to assist the McKinleyville Municipal Advisory Committee in accomplishing the creation of the in-depth Initial Feasibility Analysis. See below regarding suggested funding sources. **(F1, F2, F3, and F4)**

R4: By no later than January 1, 2024 the Humboldt County Board of Supervisors create a Request for Proposal to solicit bids from qualified contractors to conduct an in-depth Initial Feasibility Analysis on the effects and impacts of McKinleyville being incorporated as a city. See below regarding suggested funding sources. **(F1, F2, F3, and F4)**

R5: By no later than March 1, 2024, the Humboldt County Board of Supervisors enter into a contract with the qualified contractor chosen from the bidding process for the Request for Proposal to conduct an in-depth Initial Feasibility Analysis on the effects and impacts of McKinleyville being incorporated as a city. See below regarding suggested funding sources. **(F1, F2, F3, and F4)**

R6: By no later than October 1, 2024, an in-depth Initial Feasibility Analysis on the effects and impacts of McKinleyville being incorporated as a city be completed. See below regarding suggested funding sources. **(F1, F2, F3, and F4)**

Funding Recommendation: The Grand Jury recommends that the Humboldt County Board of Supervisors fund the expenses listed in **R3, R4, R5, and R6** with existing appropriations in the current fiscal year. If current appropriations are not sufficient, the Grand Jury recommends that BOS, at its next earliest opportunity, pursue additional funding from an appropriate agency, including state or federal agencies.

REQUEST FOR RESPONSES

Pursuant to California Penal Code sections 933 and 933.05, the Grand Jury requests each entity or individual named below to respond to the enumerated Findings and Recommendations within specific statutory guidelines.

Responses to Findings shall be either:

- The respondent agrees with the finding
- The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor

Responses to Recommendations shall be one of the following:

- The recommendation has been implemented, with a summary regarding the implemented action
- The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation
- The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a time frame for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency where applicable. This time frame shall not exceed six months from the date of the publication of the Grand Jury report.
- The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

REQUIRED RESPONSES - Within 90 days

The Humboldt County Board of Supervisors
(All findings, all recommendations)

INVITED RESPONSES - Within 60 days

The McKinleyville Municipal Advisory Committee
(All findings, all recommendations)

The McKinleyville Community Services District
(All findings, all recommendations)

Responses are to be sent to:

The Honorable Judge Neel
Humboldt County Superior Court
825 5th Street, Eureka, CA 95501

The Humboldt County Civil Grand Jury
825 5th Street, Eureka, CA 95501

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.

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Fiscal Analysis:

Not applicable

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Proposed 2024 MCSD Regular Board Meeting Schedule

2024 MCSD Board Meetings

First Wednesdays of the month for year 2024. Meetings are planned to take place in person with a zoom option for the public.

DATE	LOCATION
January 3, 2024*	Azalea Hall
February 7, 2024	Azalea Hall
March 6, 2024	Azalea Hall
April 3, 2024	Azalea Hall
May 1, 2024	Azalea Hall
June 5, 2024	Azalea Hall
July 3, 2024**	Azalea Hall
August 7, 2024	Azalea Hall
September 4, 2024	Azalea Hall
October 2, 2024	Azalea Hall
November 6, 2024	Azalea Hall
December 4, 2024	Azalea Hall

* With January 3, 2024 being so close to the multitude of holidays, this meeting might be moved to January 10, 2024 or omitted and items consolidated with the February Board Meeting.

** With July 3, 2024 being so close to the holiday, this meeting might be moved to July 10, 2024 or omitted and items consolidated with the August Board Meeting.

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The District has a “Policy for the Naming and Dedication of District Facilities” (see **Attachment 1**). The Policy states in part; “District facilities are public places and as such naming bestows some measure of value. Naming should be applied in order to bestow this value across all sectors of our community with attention to representation of under-represented communities including but not limited to local tribes.” The Application for the Naming of the Facility was completed by Director Mayo and is included as **Attachment 2**. He believes that it would be appropriate to memorialize Director Wheeler in this place that he frequented by place a small, wooden sign on the split rail fence at the Bluff Overlook, stating “George’s Trail” or planting trees or native vegetation in his honor, or purchasing and placing a bench at the “boat landing” or end of the trail or some similar remembrance or plaque.

The Policy outlines criteria to be considered in naming a facility. The proposed name meets the General Criteria outlined in Section 4.1 in that it engender a strong positive image; is appropriate in regard to the facility location as Director Wheeler visited the bluff area often prior to the trail improvements; it commemorates a person that is of continued importance to the community. It is also the names of a person having longstanding affiliation with the McKinleyville community of significant community service, involvement, and contributions beyond the ordinary interest level whose efforts have enhanced the quality of life and well-being of community residents.

The Policy also states that the “naming” shall be executed by the District Board of Directors via Resolution. Resolution 2023-16 for naming a portion of the trail constructed as part of the restoration process George’s Trail is included at **Attachment 3**.

Alternatives:

Staff analysis consists of the following potential alternative:

- Take No Action

Fiscal Analysis:

The cost of purchasing and placing a bench is approximately \$1,000. The other options would likely cost a couple hundred dollars. Director Mayo and Staff would request donations, but the Board should also discuss and potentially approve spending District funds to cover any shortfalls.

Environmental Requirements:

Not applicable. All necessary permits, including CEQA have been obtained for the project.

Exhibits/Attachments:

Attachment 1 – District Naming Policy
Attachment 2 – Application for Naming & Dedication of MCSD Facilities
Attachment 3 – Resolution 2023-16

POLICY FOR THE NAMING AND DEDICATION OF DISTRICT FACILITIES

POLICY PURPOSE

This Policy establishes a process and criteria for the consideration of requests by McKinleyville resident(s), the Wiyot and other local tribes, local indigenous people, business owner(s), organization(s), and/or property owner(s) for the naming or renaming of District facilities.

POLICY STATEMENT

It is the policy of the McKinleyville Community Services District (District) to provide a process for consideration of the naming and renaming of District facilities. District facilities are public places and as such naming bestows some measure of value. Naming should be applied in order to bestow this value across all sectors of our community with attention to representation of under-represented communities including but not limited to local tribes. In general, existing facilities should only be renamed in exceptional circumstances. Naming requests will be considered which best serve the interests of the District and which ensure a worthy and enduring legacy. To this end the District supports consideration of naming requests according to the following guidelines and criteria.

DEFINITIONS

The term “facilities” shall include buildings, rooms, interior spaces, exterior spaces (i.e. gardens, courts, plazas, fields, open spaces, forests) and all other tangible and relatively permanent features owned, operated or controlled by the McKinleyville Community Services District.

GUIDELINES & CRITERIA

1. Process for Naming New Facilities

- 1.1. Facilities shall be named at least 30 days before the facility is open for operation.
- 1.2. The District shall create a Naming Committee which will publicly solicit proposals for naming new facilities from community resident(s), the Wiyot Tribe, and other local Tribes, business owner(s), organization(s) or property owner(s).
 - 1.2.1. Proposals shall be made in writing and shall be consistent with the criteria referenced in Section 4 of this Policy.
- 1.3. From the submitted proposals, the Naming Committee will develop a list of up to three possible names for a new facility to present to the Board of Directors for consideration and public comment.
- 1.4. The District shall hold a minimum of one public hearing to receive public comments on names proposed by the Naming Committee.
- 1.5. Naming of District facilities shall be executed by the District Board of Directors via Resolution.

2. Process for Renaming Existing Facilities

- 2.1. A request to rename a District facility may be initiated by one or more McKinleyville resident(s), business owner(s), organization(s), member(s) of a tribal community, property owner(s) or by the MCSD Board of Directors using the Application for Commemorative Naming and Dedication of McKinleyville Community Services District Facilities. The Application shall include letters of support, articles, documents, and other evidence demonstrating broad-based community support for the Application.
- 2.2. The Application shall identify the District facility, state the reason(s) for the proposed name change and specify the proposed name.

- 2.3. The General Manager and/or designated District staff will review the Application and determine if it is consistent with the Naming Policy. If consistent the Application will be forwarded to the District Board of Directors for review and consideration.
- 2.4. Applications that are determined by the General Manager to be incomplete, without sufficient support, or that are otherwise inconsistent with the Policy will be returned to the applicant together with a written explanation for the return. The applicant may resubmit the Application at any time with new or additional information to correct insufficiencies identified by the General Manager.
- 2.5. All decisions with respect to the renaming of District facilities will be at the discretion of the District Board of Directors, which shall determine whether a District facility or portion thereof should be renamed.
- 2.6. Naming/Renaming of District facilities shall be executed by the District Board of Director via Resolution.

3. Process for Naming/Renaming portions of a District Facility

- 3.1. The process outlined in Section 2 above shall be followed.
- 3.2. Areas within a District facility may be named or renamed as referenced in Section 4 of this Policy entitled "Criteria to be used in Naming All District Facilities" shall be followed.
- 3.3. Plaques or other appropriate types of markers may be used when an area or portion of a District facility is named or renamed.
- 3.4. The costs of plaques or markers and/or the replacement of signs resulting from or done in conjunction with the dedication or commemorative naming/renaming of an area will be borne by the individual, group or organization requesting the name.
 - 3.4.1. The design, type and/or style of plaques, markers and/or signs must be approved by the District prior to installation.

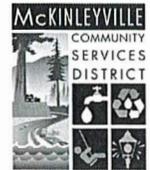
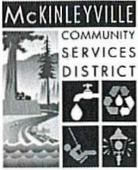
4. Criteria to be used in Naming All District Facilities: Priorities to be considered in naming all District facilities shall be as follows:

- 4.1. General Criteria: Names shall:
 - 4.1.1. Engender strong positive image
 - 4.1.2. Be appropriate in regard to the facility location and/or history
 - 4.1.3. Have historical, cultural and/or social significance for future generations
 - 4.1.4. Commemorate places, people or events that are of continued importance to the community or region and/or local tribes.
 - 4.1.5. Have broad public support
- 4.2. Tribal: Names as determined through consultation with the Wiyot tribe, and other local tribes as relevant, with special consideration given to names that preserve regional tribal languages.
- 4.3. Historic: Names of historic events, groups, organizations, and indigenous tribes/communities, or persons at the local, regional, or national level of major significance with special consideration given to the natural and cultural history of the local area currently called McKinleyville.
- 4.4. Natural or Geologic: Names based on distinctive, predominant, and defining natural features of the area or region with special consideration given to names that preserve regional tribal languages.
- 4.5. Individual, Groups, Organizations, or Nations: Names of persons, groups, organizations, or nations having longstanding affiliation with the McKinleyville community of not less than ten (10) or more years of significant community service, involvement, or contributions beyond the ordinary interest level whose efforts have:
 - 4.5.1. Enhanced the quality of life and well-being of community residents;

- 4.5.2. Contributed to the preservation of the town's history or culture, with special consideration given to the area's indigenous history and living cultures;
- 4.5.3. Made exemplary or meritorious contributions to the District or its residents; or
- 4.5.4. Contributed to the acquisition, development, or conveyance of land, buildings, structures, or other amenities to the District or community.

5. Other Considerations: The McKinleyville Community Services District reserves the right to rename any District facility if the individual, group, or organization for which it is named turns out to be disreputable or subsequently acts in a disreputable way.

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APPLICATION FOR COMMEMORATIVE NAMING AND DEDICATION OF MCKINLEYVILLE COMMUNITY SERVICES DISTRICT FACILITIES

Applicant Information

Name: Dennis Mayo Phone Number: 707-832-9334
Organization: individual
Address: 4457 Kjer Rd MK, Ca. 95579
Email Address: caveboy_m@yahoo.com

- Application for: Naming a New Facility, Renaming an Existing Facility, Naming / Renaming a portion of a New or Existing Facility

Proposed Name of Facility: George Wheeler trail or overlook signage (George's Trail) or (Overlook)
Location / Description of Facility: End of School Rd. on new trail & coho rearing ponds.
Current Name of Facility (if applicable): None / Chi wet gut

Please describe the reason(s) in support of the proposed name or renaming of this Facility. (Refer to the MCSD "Policy for the Naming and Dedication of District Facilities" to ensure your description meets the Guidelines and Criteria set by the Policy):

This new facility was a special focus of deceased MCSD director Wheeler. The old trail was a place he frequented constantly. He and his kids did up keep on it & he was dedicated to the development of the new facility. I believe a small remembrance to them would be appropriate & further enhance public enjoyment.

(if more room is needed, please attach a separate sheet and write "See Attached" below)

Supporting Documentation

The following types of documentation have been included to demonstrate broad-based support for this recommendation:

- Letters
- Character References
- Newspaper or Journal Articles
- Petitions
- Other documentation: _____

The following conditions will apply to all Commemorative Naming and Dedication Applications:

All applications submitted to the McKinleyville Community Services District for the purpose of naming or renaming a new or existing facility must be filled out completely and accurately with supporting documentation in accordance with and as required by the McKinleyville Community Services District Policy for the Naming and Dedication of District Facilities (hereinafter "The Policy"). The Policy is available on the MCSD website (www.mckinleyvillecsd.com) and/or may be requested from the MCSD office at 1656 Sutter Rd., McKinleyville, CA 95519; phone 707-893-9003; fax 707-839-5964

The naming or renaming of a facility will be considered only through this application process.

Incomplete, illegible and/or fraudulent applications will not be considered. McKinleyville Community Services District reserves the right to verify the identity of the Applicant submitting this application to ensure its validity.

The McKinleyville Community Services District Board of Directors will have the final decision as the naming or renaming of a facility and reserves the right to reject any and all proposed names and/or applications submitted for consideration.

Signature of Applicant: _____  _____ Date: Jan 8 - 23

Submit Complete Application and Documentation to:

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



RESOLUTION 2023 – 15

A RESOLUTION TO APPROVE THE NAMING OF A PORTION OF THE BADUWA'T PUBLIC ACCESS PROJECT "GEORGE'S TRAIL" AFTER FORMER BOARD MEMBER GEORGE WHEELER

WHEREAS, an application for Commemorative Naming and Dedication of McKinleyville Community Services District (MCSD) was submitted by Director Dennis Mayo proposing a portion of the Baduwa't Public Access Project be named "George's Trail" in memory of past MCSD Board Director George Wheeler; and

WHEREAS, on the application Director Mayo stated that the new facility was a special focus of Director Wheeler and the old trail was a place he frequented constantly; and

WHEREAS, during his tenure from January 2014 to December 2018 as part of the MCSD Board of Directors, Director Wheeler enhanced the quality of life and well-being of community residents, served as a remarkable and highly effective elected official; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the McKinleyville Community Services District does hereby approve the naming of a portion of the Baduwa't Public Access Project "George's Trail" after former MCSD Board Director George Wheeler.

ADOPTED, SIGNED AND APPROVED at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on August 2, 2023 by the following polled vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Gregory P. Orsini, Board President

Attest:

Joey Blaine, Board Secretary

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McKinleyville Community Services District

BOARD OF DIRECTORS

August 2, 2023

TYPE OF ITEM: **INFORMATIONAL**

ITEM: E.7 **Review and Discuss Annual Board Self-Evaluation**

PRESENTED BY: **Joey Blaine, Board Secretary**

TYPE OF ACTION: **None**

Recommendation:

Staff recommends that the Board review the information presented (process, desired outcomes, and overall compilation of data), open for public comment, and discuss the results of the 2023 Board Self-Evaluation.

Discussion:

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

Members of the Board completed the approved self-evaluation questionnaire, consisting of several open-ended questions. The results have been compiled for the number of Board Members that completed the forms (**Attachment 1**).

Alternatives:

Take No Action

Fiscal Analysis:

Not applicable

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Summary of Board Self-Evaluation Worksheets

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McKinleyville Community Services District
Board of Directors Annual Self-Evaluation Worksheet 2023

In order to truly understand how the Board is doing as elected officials for the McKinleyville Community Services District, please answer each question while specifically thinking about you and your opinion on your own effectiveness as a Board member.

1. Please briefly describe your understanding the vision and mission of the McKinleyville Community Services District?

Focus on very specific services. Water, sewer, street lights, parks and recreation.
Mission: Provide services for the health and well-being of the residents of McKinleyville. Vision: Do so with commitment to excellence.
"...Provide McKinleyville with safe and reliable water, wastewater, lighting, open space, parks and recreation, library services, and other appropriate services for an urban community in an environmentally and fiscally responsible manner" can only be interpreted one way. Guarding against mission creep will help safeguard our effectiveness here.
The responsibility carry out the services our ratepayers have taxed themselves & charged us to do.
Understand it well.

2. Over the last year, in what ways have you supported the vision and mission of MCSD?

Preparing and participating for board meetings, participating fully on all the committee assignments I have. Understanding what staff wants to accomplish and being supportive. I also represent MCSD on the state level.
Learning about the organization and participating in board decision-making, support of management and work to assist staff and management efforts to provide fiscal stability.
As a member of the Board, I've participated in decision-making in order to serve the community well as a whole. I do my research quite thoroughly, learning about the issues at hand. I've then used that knowledge to confidently support (or not) items that come before us with a firm resolve to uphold the mission/vision of the District. That is precisely what I was elected to do, and I hold that trust seriously.
I participate in any community endeavor I can, do as much legislative outreach as possible.
Served as board member, numerous committees.

3. In what ways do you think the Board or Staff could better support the vision and mission of MCSD?

Look to the future and be proactive not reactive.
Structure a portion of the board agenda, with a timeline and goals, to address the concerns expressed by management and staff in the strategic planning. Make sure that the work gets placed on the work agendas of board committees and that the committees report their results.
I currently think that both the Board and Staff are doing all they can do to support the vision and mission. Transparency and accountability are key, and I see this happening.
One can always improve but I think everyone is doing outstanding work.
I think MCSD is doing well.

4. Do you feel you have a good working relationship with the other Board members? Explain.

Yes, our board has an excellent relationship. We are open and honest with each other and encourage each other to express our viewpoints even if we have different perspectives.
Absolutely, yes! A more collaborative and supportive group than I could have imagined.
Sure. Although we have diverse backgrounds, we all have good common sense and respect our mutual commitment to the job that we are entrusted to. Personally, I don't interact with fellow board members much outside of the realm of District business; when we are in session, I can work with them all to a good result.
Yes. Everyone is working cooperatively & tolerant of our differences.
Yes.

5. Do you have any suggestions for improving the working relationship with the other Board members?

Not that I can think of.
(Within the limits of the Brown Act), find opportunities to discuss and work on important issues, especially ones identified in the strategic planning.
Other than getting together socially and learning more about one another, no. Of course, that would have to be done on a one-on-one basis, as to not give a public perception of the possibility of a Brown Act violation.
The strategic planning was helpful in that regard & regular retreat like get-togethers would be outstanding.
Not needed.

6. Do feel you have a good working relationship with the General Manager? Explain.

I think so but think he should be asked the same question.
YES! He is super - listening, responding and framing topics for discussion.
Yes. GM Kaspari has always been very responsive to my questions and needs. He is knowledgeable, respectful, and professional. His communication skills drive my opinion the most; he is always quick to answer emails that may or may not be timely...and if he doesn't have an answer for me, he knows who to ask.
Absolutely
Yes.

7. Do have any suggestions for improving the working relationship between the General Manager and the Board?

No.
As much opportunity to work together as possible, given the constraints of public transparency (Brown act).
No, I think that he does just fine. The 'weekly' Board updates that he mails out to us helps to keep us in the loop; positive communication is key to maintaining trust and confidence.
Not really...we have a great working relationship.
No. Think it is good now!

8. What are MCSD's major programs and services that you would like to know more about?

I think I am fairly versed in all things MCSD and if I wasn't I would seek that information out
All of them, but especially those that provide well-being to the community.
I am most interested in knowing more about the infrastructure related to water delivery and wastewater removal and treatment, from the Ranney wells in the Mad River, to ratepayer usage, and back to the river or ocean. The complete cycle. I'm particularly intrigued by the geographical physics involved in the movement of the product.
I'm well informed but could use more study on how our solar works for our economic benefit.
Pretty familiar with all.

9. Do you follow trends and important developments in industries and services that MCSD provides? If yes, please give examples. If no, what would help you to do more in this area?

Yes, considering I have been in the business for almost 33 years I would say I have a handle on important developments and services. I read trade magazines and participate on the state level as a member of CSDA, I am a member of the CSDA Board of Directors and on the CSDA Legislative Committee, so I am familiar with pending legislation. I have an extensive network of elected and staff members from many different Special Districts from all over the state that I communicate with regularly
Not as much as I would like. The upcoming conference should help.
I try to follow what I read on the CSDA website, as well as some trade publications such as WWD. This year, I've learned an awful lot about solar microgrids and battery backup systems. I also talk to the vendors and others at conferences to learn more about what intrigues me.
Yes. On the ACWA board, leg & ag committees, etc.
Yes. Plenty of experience in water and wastewater. Recreation more of a consumer!

10. Do you understand MCSD's financial statements? What would help you with this?

Yes, I have an excellent grasp on MCSD's financial statement and our financial condition.
Yes. Nicole and Pat do an excellent job of providing both a high-level view and enough detail, highlighting key issues for attention.
I have a basic working knowledge of District finances and am learning more as items that relate to it pass through the Board. The board packets are complete, and I appreciate receiving the monthly Treasurer's Report as an Excel file. That makes it easier for me to look at items over a period of time.
Yes...our financial officer & GM do a great job keeping Directors well informed.
The financial statements are better now and easier to understand.

11. Do you feel that the District and Board act knowledgeably and prudently when making recommendations about MCSD finances and financial policies in consideration of the District as a whole?

In my opinion, staff and management do a good job portraying the finances and the board is made aware when making those decisions. I wonder if the entire board has a complete concept of the fiscal requirements, reserves and cashflow of MCSD.
Yes, without a doubt. With as much funding uncertainty as Parks & Rec faces, we might benefit from some fiscal scenario development.
Yes, I do. Recommendations and policy are well thought out and prudent, to the best of my awareness.
Definitely.
Yes.

12. In what ways do you prepare for and participate at Board/Committee meetings as well as other MCSD events?

Take to the public for their input, review all material prior to the meeting and if I have questions about an item I ask the GM.
I am grateful for the well-organized and well-presented binder. I do my homework by reading it and trying to understand the issues that the board will address.
I fully read the board packet, ask questions of staff if something isn't clear, and do outside research on my own if applicable. I prioritize my involvement in MCSD events, as Board member presence (and involvement) lends to a more positive public view of MCSD as a whole.
I stay engaged daily...study our board packets.
Read the provided material. Do research as needed.

13. What skills do you possess that you would be willing to volunteer to further the MCSD vision and mission?

33 years of operations, management and financial inner-workings of Special Districts specifically MCSD.
My skills lie mainly in the areas of management and finance. I may be able to help some with community relationship development.
I'm very accessible to the public via social media, and people trust me to give complete and accurate answers to their questions. Since I do my homework, I'm generally able to address generic concerns or comments. If I don't know an answer, I'll refer them to the proper person who could satisfy their queries.
I have few skills but am always willing to do what I can or what's asked of me.
Willing to do anything asked. Not sure what board members should do here?

14. Do you complete assignments and responsibilities assigned to you in a responsible and timely manner? If no, what can assist you in this?

For the most part I try to deliver what I promise in a timely manner, If I do not meet expectations, it is my shortcoming. Staff and process are, for the most part, doing everything reasonable to assist.
I do my best. Thanks for helping clarify specifics on dates and tasks/goals.
Yes. I very much operate by schedule, both calendar and clock. I very rarely am late for anything. Accountability is very important to me.
Yes.
Think I do ok.

15. How often do you take advantage of opportunities to enhance the MCSD public image by periodically speaking to others about the work of the District?

I endeavor to be MCSD's biggest cheerleader. That is not only with our ratepayers, but with my associates on the local and state level. I never pass up an opportunity to sing the praises of MCSD to our elected officials, whether it be our 5th District supervisor, state or federal representatives.
I wonder about this. Would writing letters to the news media or public appearances be acceptable? I am concerned about having anything I might say being construed as statements of board policy.
Very frequently. I take the initiative to promote trending projects such as the Community Forest, the BMX track, the Mad River Floodplain, and other work that the District is involved in. When one speaks highly of developing infrastructure, it tends to instill confidence.
It's a daily process as we are always engaging with our rate payers.
Frequently!

16. Do you have additional ideas for programs or outreach to enhance MCSD’s public image?

<p>MCSD is aware of the necessity for partnering, I think that puts us in a position to be proactive with the community. While the focus of the community forest at this time is how much work it is going to be and how much it is going to cost. My opinion is that it will provide an opportunity to showcase MCSD, provide a draw to our community and ultimately become a revenue source and not a revenue liability if managed in a visionary way. I wonder if a professional business analysis of our parks and facilities might identify resources and means that could generate more revenues.</p>
<p>Not sure. Public events such as Pony Express Days seem to be a good setting. How much should a board member say in answer to public questions (i.e. in things like the recent "Dog Park Controversy)?</p>
<p>The most cost-effective method is using Facebook/Instagram to promote District transparency by pushing content such as cost savings that District staff has identified for each month, information relating to the 4.5M gallon tank, the water/sewer mainline plan, and particularly our recreational opportunities and projects, as Measure B looms.</p>
<p>Regular articles on MCSD activities.</p>
<p>Think we have good public image!</p>

17. What are the potential challenges you see impacting the Board and/or District in the next 1-3 years? What can be done to limit or overcome these challenges?

<p>Parks and Recreation Revenues Fleet Electric Vehicle Transition Incorporation and maintaining MCSD's autonomy Having staff bandwidth to complete all the projects in the que and still focus on positioning MCSD for the future</p>
<p>I am impressed with the list and the priorities developed by the management and staff during the strategic planning work. I would like to see plans and time-based goals for addressing them.</p>
<p>Of course, our biggest challenge is overcoming public preconceptions and assumptions regarding how our Parks and Recreation Department is funded. Education is key, but that only benefits those who are open-minded and have critical thinking skills. The results of our recent survey are promising, yet they aren't guaranteed. I'll continue to talk to anyone who will listen, and I expect my inbox to be even more full as we go forth.</p>
<p>PLANT'S & microfiber, & the state mandates that can be brutal to small districts & the destructive potential of the push for incorporation.</p>

Financing for Parks and Recreation. An increase in Measure B may be good if it passes. Think we should be pursuing getting more money back from the county for recreation.

McKinleyville Community Services District

BOARD OF DIRECTORS

August 2, 2023

TYPE OF ITEM: **INFORMATION**

ITEM: F.3.A **Finance & Administration – June - August 2023 Report**

PRESENTED BY: **Nicole Alvarado, Finance Director**

TYPE OF ACTION: **None**

FINANCIAL, AUDIT, & BUDGET INFORMATION

The District has \$813,722 to date in the Trust Account for the Biosolids Disposal project. A check for \$540,657 was received and deposited in January.

Customer adjustments at June month-end total \$6,759, the annual budget for this sub-item is \$45,000. (GL# 501/551-62120)

Total Board Travel as of June 30, 2023 is \$20,658 which is 133% of the approved \$15,500 budget for this item. (GL# 001/005/501/551 62090/62155-888)

Audit/Budget Update:

The District's external auditor C.J. Brown & Company, administered interim testing on the District's books during the week of June 19th. Staff is working with the District's actuary to roll forward the calculation of the District's Other-Post Employment Benefits (OPEB) liability. Field work for the audit of the FY22-23 financials is scheduled for the week of October 2, 2023.

Treasurer's Report Highlights:

Water Fund capacity fees collected through June totaled \$148,457. Wastewater Fund capacity fees of \$237,562 were collected through the end of June. The Water Fund has recorded \$73,570 in capital contributions and the Wastewater Fund has recorded \$72,510 in capital contributions. Capacity fees and capital contributions are included in the income vs. expenses graphs of the Treasurer's Report.

Activity Summary

The Activity Summaries by Fund provides information on revenues and expenses or expenditures for each Fund, both current month and year-to-date. There is also a column showing the year-to-date budget and amounts and percents over or under. Lines that deviate from the calculated budget by more than 10% have an explanatory note. Often, this is no more than a reminder that, while the budget is divided evenly

across twelve months, actual expenses often do not follow the same pattern. Other times, there are specific reasons for a deviation, such as contributed construction or the collection of unexpected capacity fees.

The Water and Wastewater Funds are listed first, followed by the graphs showing revenue versus expenses versus budgets. Parks, Measure B, and Streetlights information is given next, with accompanying graphs for each.

OTHER UPDATES

Staff has completed the transfer of funds from CalTrust to California CLASS. Staff has requested the paperwork to transfer the funds at Humboldt County.

Staff requested trust account statements from Humboldt County as of June 30, 2023 but has yet to receive them. The June 30th property tax distribution has been estimated and recorded, once statements are received, staff will true up the distribution.

Staff is currently reviewing old outstanding checks. When possible, staff attempts to contact the persons and/or companies these checks were made payable to. When staff has been able to make contact, checks have been voided and reissued. For checks in which the persons and/or companies cannot be located staff has begun the statutory process of public notice. A list of outstanding checks will be published in the Mad River Union. If the checks continue to go unclaimed, they will be voided and redeposited into Parks/General Fund.

McKinleyville Community Services District

BOARD OF DIRECTORS

August 2, 2023

TYPE OF ITEM: **INFORMATION**

ITEM: F.3.B **Operations Department – June/July 2023 Report**

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

TYPE OF ACTION: **None**

Water Department:

Water Statistics:

The district pumped 42.8 million gallons of water in June.
Ten water quality complaints were investigated and rectified.
Daily, weekly and monthly inspections of all water facilities were conducted.

Double Check Valve Testing:

Annual routine testing was conducted in June. Customers with failed DCV's were notified to make repairs and call the office to schedule a retest.

Average and Maximum Water Usage:

The maximum water usage day was 1.8 million gallons and the average usage per day was 1.4 million gallons.

Water Distribution Maintenance:

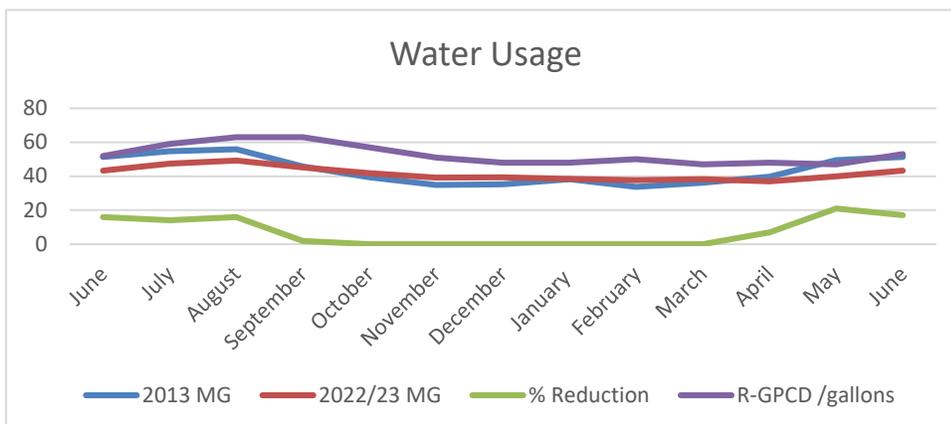
Weekly Bacteria Samples were collected on Schedules 3, 4, 5, and 6 which represent different locations in the water distribution system. The schedules are made up of a sample taken in each pressure zone. Mainline valves are being operated as part of the annual exercising program. This will continue into the next few months. Staff will record conditions or issues onto the tablet during inspections and all issues will be flagged to generate a service order for repairs. Three service line leaks were repaired on Lime, A Avenue and Linda due to root or backfill material. Several water repair patches were saw cut and permanent paved. An angle-stop was replaced on Kjer Road due to not operating properly. Two water services were moved at customer's expense due to needing to avoid tree roots or driveway conflicts. Staff worked with GRS during night time work to operate valves, flush lines, and turn off services for the Central Mainline project. A 6" valve was installed on Hiller to eliminate multiple customers from being out of water during the Central Avenue Tie-in.

Water Station Maintenance:

Monthly inspections and daily routines were conducted at the water stations. Any minor issues found are repaired during inspections, but if they require parts or extensive labor, the issue is documented on the monthly sheet, which will then generate a work order for repairs. Tank bases were cleaned at the Cochran site. Mowing and string trimming continues at tank 1C to prepare for construction. Mowing and string trimming also took place at Cochran Tank 1A and 1B.

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

	2013 (MG)	2022/23 (MG)	% Reduction	R-GPCD
June	51.337	43.312	16	52
July	54.757	47.464	14	59
August	55.908	49.252	16	63
September	45.702	45.118	2	63
October	39.439	41.856	(-6)	57
November	34.879	39.227	(-12)	51
December	35.203	39.420	(-11)	48
January	38.241	38.464	(0)	48
February	33.751	34.914	(-3)	48
March	36.244	38.211	(-5)	47
April	39.755	37.003	7	48
May	49.407	39.491	21	47
June	51.337	42.826	17	53



R-GPCD = Residential Gallons Per Capita Day

New Construction Inspections:

Midtown Court Tract: Plans were reviewed, and plan check fees have been paid. This project has not started yet. Washington Estates: Contractor has installed Sewer mains and manholes per MCSD Specifications. Water mains and services have been installed and testing is pending on other utilities being installed.

Sewer Department:

Wastewater Statistics:

24.6 million gallons of wastewater were collected and pumped to the WWMF. 24.2 million gallons of wastewater were treated and discharged to NPDES Permit site REC-001 Land disposal in June.

Sewer Station Maintenance:

Monthly inspections and daily routines were conducted at all sewer stations. The Letz, Hiller and Kelly station received their quarterly pump maintenance and wet well cleaning. The cleaning is done using fire hoses and the Vac-con to remove grease and debris from the wet well and preventing these materials from plugging up pumps. This maintenance also removes hydrogen sulfide from the walls which can deteriorate the concrete structure. Stations were also cleaned during the quarterly maintenance. The semi-annual expansion joint inspection was conducted at all sewer stations for cracks and leaks and replaced if necessary. Touch up painting was completed on the Fischer hoist and Letz fill station.

Sewer Collection System:

Grease traps were inspected at required facilities. Customers that are out of compliance were notified to have their traps pumped and possibly shorten their pumping schedule. The three-month hydro-cleaning of 18,600 feet of sewer mains was completed. This route is made up of locations that have bellies in the line or grease build-up. The cleaning is done using 3000 psi of water through a rotating nozzle, using the vac-con. Customers were notified in advance of the cleaning. Staff notices a lot of gravel during the hydro-cleaning on Bella Vista. After running the camera down the main, they found fractures in the pipe where gravel was able to accumulate and block most of the main. Staff dug down 14' and replaced the 20' section of pipe which removed the blockage and fracture. Staff ran the camera after the repair and noticed another 20' section needing repair. Staff will be making that repair beginning of August. Due to the condition of that main, we have added the main to be lined when the lining crew shows up to do the Central Main project.

Wastewater Management Facility:

Daily and weekly maintenance continues at the treatment plant to perform required service on the equipment. Mowing and string trimming was conducted along the plant entrance and around the lab. One SO₂ and CL₂ vacuum regulator was rebuilt as part of the annual maintenance.

Daily Irrigation and Observation of Reclamation Sites:

Staff replaced the fencing at the lower Fischer Ranch along with working on the Pjalorsi house to save on costs associated with making it livable.

Street Light Department:

There was one streetlight complaint in June from a faulty photo cell.

Promote Staff Training and Advancement:

Weekly tailgate meetings and training associated with job requirements. Staff received training on Trench Safety, Construction Noise/Hearing Protection, Heat Stress and Lightning Safety.

Special Notes:

Monthly river samples were completed.

Monthly Self-Monitoring Reports (DMR/SMR) were submitted.

Public Water Monthly Monitoring report was submitted.

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

Completed Lead and Copper testing

Attended meetings for Central Mainline and misc. Inspections.

A new State required monthly report was completed for Drought and Conservation

Attended meeting with surveyors for the McCluski Tank Project.

Attended Pre-construction meeting and groundbreaking for 4.5 MG Tank project

Reviewed preliminary design for Recycled Water grant.

We received the new Case Backhoe and Utility truck that is listed on the CIP

Assisted with Central Mainline Project, making lists of customers affected by shutdown and assisted with shutdown, flushing, recharging and installing a new 6" valve.

GIS:**Plans & Programs**

- Annual Review of Hearing Conservation Plan
 - No revisions were made
- Annual Review of CalArp Program
 - Organizational chart updated
 -

Maps Completed & General GIS

- Copper & Lead Study
 - Completed inspection workflow for lead pipe scratch test
 - Created a Inspection dashboard for easy interpretation of tests as they are submitted

- Started process to verify service installation dates to make sure test-worthy addresses are not left out of inspection.
- Streetlight Pole Inspections
 - Created a map of all MCSD streetlight poles for Osmose inspections
 - Created a series of three maps and spreadsheet to help located poles needing inspections
- Water Meter Shapefile
 - Added information to location numbers missing address and service installation dates
- ArcGIS web map updates
 - Newer versions of Water, Sewer and Steetlight layers were added to reflect changes in the last couple months

Misc. Work Completed

- USA's
- Operations Document Filing
- Sewer Camera Inspection software maintenance
 - Worked with POSM support to get footage to record again and appropriate updates
 - Performed calibration for tracking feet traveled when in use

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McKinleyville Community Services District

BOARD OF DIRECTORS

August 2, 2023

TYPE OF ITEM: **INFORMATION**

ITEM: F.3.C **Parks & Recreation Director's Report for June & July 2023**

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

TYPE OF ACTION: **None**

TEEN & COMMUNITY CENTER-BOYS & GIRLS CLUB PARTNERSHIP:

Staff continues to meet with BGCR staff weekly. The Teen Club summer hours are Monday- Friday 12:00pm-6:00pm. The Teen Club runs a wide variety of programs including a weekly cooking program, a cycling program, an art program, a community service program and several BGCA national programs such as Power Hour, SMART Girls, SMART Moves and Youth for Unity. The Club's average daily attendance reached 12-15 teens per day this summer.

PARK AND RECREATION COMMITTEE:

The Park and Recreation Committee (PARC) met on July 20, 2023. The notes from the meeting can be reviewed in **Attachment 1**.

BMX TRACK & PARK PROJECT:

Melton Design Group submitted the 30% construction design docs on July 14th. Staff is reviewing them. 75% construction design docs are anticipated to be submitted by the end of Sept. and 100% by December.

COMMUNITY FOREST UPDATES:

Staff continues to meet monthly with Green Diamond Resource Co. staff. The Road Easement Agreement has been reviewed by District Counsel and District Staff and sent back to Green Diamond for minor changes and a finalized draft.

RECREATION PROGRAM UPDATES

- Drop-in Pickleball is running on Monday, Wednesday, and Friday mornings 9:30am to 12:30pm at the McKinleyville Middle School campus for the summer. Drop in is \$4 per person.
- Drop-in Kung Fu is on Tuesday and Thursday evenings 5:30pm-7:00pm \$10 per person per class. Bulk class passes are available to purchase at \$7.50 per class.
- Drop-in Tai Chi is Sundays 11:00am-12:00pm \$10 per person per class. Bulk class passes are available to purchase at \$7.50 per class.
- The Martial Arts classes are averaging 10-14 people per class.
- **NEW PROGRAM!** Fast Break Friday's, a drop-in basketball program for youth ages 13 to 17. Drop-in is \$5 per participant. Since it started it is averaging 18-20 participants per week.
- Sunday Night drop-in Basketball is averaging 8-10 participants per week.

- Summer Basketball for youth in 3rd-6th grades started on June 27th and will run through August 10th.
- The summer tot camp has been a success so far. The teen camp did not get enough enrollment and had to be cancelled, as did the first two sessions of specialty camps. Specialty camp session 3, Cooking Camp, has enough enrollment to run. Session 5, Fostering Artist's camp will run, and we are still accepting registration for it as well as for sessions 6 through 8.
- Playgroup for children 0-5 is on summer break until August 31st.

PARK & FACILITY MAINTENANCE UPDATES:

Staff is diligently working to stay on top of weeds and hedges in the park landscapes and Open Space Maintenance Zones. Unfortunately, the weeds grow faster than our crew can clear them during the spring and summer months, and spaces are not as tidy as we'd like them to be. The Parks crew and NHES continue the routine schedule for maintenance on Central Ave. and Open Space Zone landscaping. Staff continue to keep up with daily/weekly routine facility and vehicle maintenance. Monthly inspections were conducted on all facilities and Open Spaces.

Interior renovations at Azalea Hall are moving along smoothly. The walls have been textured and painted. New flooring is installed, and new blinds are up. New front doors are slated to be installed sometime late summer or early fall and the HVAC system will be getting an upgrade between September and October. Interior renovations at Azalea Hall are funded by the Prop 68 Per Capita Grant program. It is anticipated that all renovations will be complete by the end of the 2023 calendar year.

FACILITY RENTALS & USE

- 7 Azalea Hall Rentals plus a weekly and a bi-weekly meeting room rental in July through August as well as two kitchen vendors using the kitchen 1 to 3 days per week.
- 19 Pierson Park rentals July through August

OTHER UPDATES:

- Summer-Fall Newsletter and Activity Guide was mailed mid-June
- Staff is participating in the District's 5 year strategic plan update process.
- Staff continues to participate as members of the McKinleyville Chamber of Commerce Board of Directors, the McKinleyville Family Resource Center Board of Directors and the Boys & Girls Club of the Redwoods Board of Directors.
- Staff continues to provide support to other departments of the District; assisting with accounts payable, and payroll.

ATTACHMENTS:

PARC Meeting Notes 7-20-23

Thursday, July 20, 2023

6:30pm

Parks & Recreation Committee Meeting

NOTES

Members Present: Laura Bridy, Johnny Calkins, Jane Fusek, Ben Winker, Phil Heidrick, John Kulstad, Heidi Conzelmann

Members Absent: Jennifer Ortega, Charlie Caldwell, Julie Giannini-Previde, Scott Binder

Meeting Notes:

Communications:

None

Public Comment:

None

Meeting Day (added to agenda at start of meeting):

- PARC members requested to add changing the meeting day for all future meetings to the agenda.
 - Thursdays often conflict with other community events. It was suggested to move the meeting to the 3rd Wednesday of the month. John Kulstad made a motion to change the meeting day to the 3rd Wednesday of the month. Jane Fusek seconded. It was approved by a unanimous vote of all members present.

Botanical Garden Update:

- Jane Fusek has been volunteering at the Botanical garden for the last several months. She has recruited a couple of other volunteers and they have done much weeding and mulching; over 200 hours of volunteer work. Volunteers are working on a sign for the garden to increase visibility and awareness. Would like to recruit more volunteers. Staff agreed to posting on social media to help recruit volunteers.

Parks & Recreation Services Presentation:

- Staff shared the presentation being distributed to the public regarding Parks & Recreation services and soliciting feedback from the community.
 - PARC members asked questions about Measure B and potential funding strategies.

Dept. Director Report:

Recreation Program Updates

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Park & Facility Maintenance Updates

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Facility Rentals & Use

- 7 Azalea Hall Rentals plus a weekly and a bi-weekly meeting room rental in July through August as well as two kitchen vendors using the kitchen 1 to 3 days per week.
- 19 Pierson Park rentals July through August

The Boys & Girls Club of the Redwoods Teen Club at the Teen & Community Center is averaging 10-15 youth per day since school let out.

Vandalism Report

The park maintenance crew has had to address a consistent series of vandalism incidents at Pierson Park in recent months.

BMX Track & Park Updates

Melton Design Group submitted the 30% construction design docs on July 14th. Staff is reviewing them. 75% construction design docs are anticipated to be submitted by the end of Sept. and 100% by December.

Other updates:

- Summer-Fall Newsletter and Activity Guide was mailed mid-June
- Staff is participating in the District's 5 year strategic plan update process.
- Staff continues to participate as members of the McKinleyville Chamber of Commerce Board of Directors, the McKinleyville Family Resource Center Board of Directors and the Boys & Girls Club of the Redwoods Board of Directors.
- Staff continues to provide support to other departments of the District; assisting with accounts payable, and payroll.

AdHoc Committee Reports:

- Skate Park—Fisher Ranch Estuary project— Nothing to report
- BMX— See notes in Dept. Director Report
- Community Garden—Nothing to report

Agenda Items for next meeting:

Next meeting will be WEDNESDAY, AUGUST 16th

Adjournment:

- Adjourned: approximately 7:33pm

McKinleyville Community Services District

BOARD OF DIRECTORS

August 2, 2023

TYPE OF ITEM: **INFORMATIONAL**

ITEM: F.3.D **General Manager’s Report for August 2, 2023 Meeting**

PRESENTED BY: **Patrick Kaspari, General Manager**

TYPE OF ACTION: **Information Only**

A summary of activity for the months of June & July 2023

Cost Savings Related to District Activities – The following is a review of some of the recent cost savings opportunities District staff identified for the months of June & July:

• Use of NHE Services =	\$4,408
• WEX Labor Reimbursement =	\$0
• SWAP =	\$12,240
• Volunteer Pickleball Labor =	\$1,034
• CSW =	\$600
• CalNET Phones savings =	\$2,500
• Amazon Cost Savings =	\$25
• Staples Cost Savings =	\$0
• Fence Construction Fischer	\$74,705
• Vac. Con Repair – Suction Piping =	\$420
• Undercrossing backhoe work =	\$440
• <u>Sewer Main Repair-Six Rivers =</u>	<u>\$2,560</u>
TOTAL COST SAVINGS FOR JUNE/JULY =	\$98,932

For the District’s 2022/23 Fiscal Year, Staff was responsible for over \$250,000 in savings to the District and its Rate Payers. And has started off the new Fiscal Year with \$47,000 in savings.

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

4.5 Gallon Water Tank Project –The Kick-off meeting for the construction of the tank was held with Mercer Fraser and Kennedy Jenks on May 31st, 2023. They have been busy submitting and reviewing construction submittals all of June and July and the groundbreaking was held on July 19th. The groundbreaking was a success, largely due

to Board Secretary Blaine's work. Senator McGuire and Assemblymember Woods attended and had good things to say and released Public statements. The Contractor's also sent representatives, and we received press coverage. It was a good opportunity for public outreach. The construction should start in early August.

The total construction base bid of \$11,642,475 and 10% contingency of \$1,164,248 totals \$12,806,723. To the construction cost needs to be added the design and construction management contract awarded to KJ in the amount of \$1,452,668, the \$87,520 iCAD integration contract awarded at the April 12, 2023 Special Board Meeting, and the LACO special inspection contract of \$124,183. The overall project amount is then \$14,471,094. Of this approximately \$800,000 has already been spent on Engineering, leaving \$13,671,094 in funding remaining, which will be spent mainly over the 2023/24 and 2024/25 Fiscal Years. The remaining \$13,671,094 will be partially funded by \$9,617,085 in already obligated Hazard Mitigation Grant funding.

The District also submitted a grant application to the North Coast Resource Partnership (NCRP) as part of the Prop. 1, Round 2 funding. We were approved for \$879,209 in funding from the NCRP for a total in grant funding for this project of \$10,496,294. The District's will need to fund \$3,174,800 of the remaining project costs. The District's matching funding will be provided by the Certificates of Participation, Series 2021A-Water bonds in the amount \$4,335,000.

The Fiscal 2022/23 CIP budget had \$800,000 budgeted for this Project, of which approximately \$595,000 has been spent. The 2023/24 FY CIP budget will have \$9,000,000 budgeted, and it is anticipated that the 2024/25 FY CIP budget will budget the remaining \$5,000,000.

Central Avenue Water and Sewer Mainline Replacement Project – As reported at the February 1, 2023 Board Meeting, GR Sundberg was the low bidder at \$2,532,275, and was awarded the contract. They have completed the water main between Sutter and Hiller as well as along Heartwood and Nursery Way. The main was leak tested, disinfected and connected to the existing mains. The old service connections are also being moved off the existing main to the new water main, which is the majority of the remaining water system work to be accomplished. The water main work will be completed by the end of August. The sewer lining contractor also came out and lined the laterals. The sewer main lining will be done the first part of August. We are hoping to have all the work done by the end of August or by early September at the latest.

This project is being funded by \$1M in wastewater bond sales as well as \$1.5M in Mainline Replacement Reserves.

SRF Energy Efficiency WWMF Micro-grid Project – The installation of the microgrid at the Wastewater Management Facility (WWMF) continues to be behind schedule. The solar portion of the facility was brought on-line and signed off by PG&E on July 1, 2022. The District has been using and exporting solar energy since then. The battery portion of the system is still grinding its way through the PG&E permitting process. Upon PG&E approval, the entire microgrid will then be operational. We had a final inspection from the State Water Resources Control Board on April 5th and it went very well. As soon as the PG&E permit is complete, we will file the Notice of Completion, and this will close out the grant. We owe the Board a report on the energy generation over this last year and the cost savings associated with the solar array usage.

Sewer Undercrossing Project – FEMA has still not completed their National Environmental Policy Act (NEPA) review and issued a Finding of No Significant Impact (FONSI) to release the Phase 2 funding of the grant to fund the final design and construction of the project. We had been informed that FEMA requires an additional Cultural Resource survey at the southern crossing site to allow them to finish up their NEPA process and release the Phase 2 construction funding. As detailed at the March 1, 2023 Board Meeting, the District awarded this contract to Pacific Legacy for a not to exceed amount of \$111,505.85. Pacific Legacy completed the work between June 7-16th. We notified the local Tribal Historic Preservation Offices and had a Wiyot Cultural Monitor also overseeing the work. We are now waiting on Pacific Legacy's Report and will forward that on to FEMA so they can complete NEPA and hopefully release the Phase 2 funding.

Office Remodel – LDA Partners continues to work on the Office Remodel design. LDA completed an initial conceptual layout and District Staff commented on it back in November. They updated the floor plan and submitted a second and third floor plan for review. Staff completed a final review to get all Staff's comments and LDA has moved on into the final design. We'll of course see what the Engineer's Construction Costs Estimate comes back at and make final decisions on when/if we want to go out to bid.

McCluski/Hewitt Tank Replacement Project – This project consists of the replacement of the two existing redwood tanks at the west end of Hewitt Ave. The existing 100,000 gallon and 150,000-gallon redwood tanks located on McCluski Hill are two of six water tanks that serve the District. The 100,000-gallon tank was constructed in 1972 and the 150,000-gallon tank was constructed in 1982. We propose to replace both tanks with 200,000-gallon, bolted steel tanks set on new foundations.

We submitted a Hazard Mitigation Grant application for this project in March 2021. We received the grant agreement from CalOES on February 17, 2023. This will be for

Phase 1 funding, which will include the Biological and other Special Studies as well as Geotech assessment and 65% design drawings. The Board awarded the engineering and environmental permitting contract to Kennedy Jenks at the May 3, 2023 Board meeting. Staff and Kennedy Jenks held a Kick-off Meeting the last week in June and they expect to complete the initial design and permitting work by the end of 2023. The District requested and was granted a grant extension extending the Phase 1 performance period out until March 29, 2024.

The overall cost for this project is estimated to be \$1.44 Million, with 75% Federal Funding (\$1,079,038.50) and a 25% District match (\$359,679.50). This first phase of the work is estimated to cost \$155,750 overall which includes a \$38,938 District match. This grant was included in the current Fiscal Year budget and the recent Rate Study analysis and will be paid for from the Operations CIP budget.

Reporting by County Department – A regular meeting has been scheduled with President Orsini, GM Kaspari, Supervisor Madrone, and the MMAC Chair, Lisa Dugan, to occur on the fourth Monday of every month to discuss various topics of concern to all three organizations and the community. The July meeting was a meeting with County Public Works Director Tom Mattson as part of our meetings with County Department Heads. We had a very good, wide ranging discussion and talked about the status of the Ocean Avenue rehabilitation work, the status and future of the Multi-modal transportation plan, Safe Routes to School design, the Town Center Traffic Study for the EIR, Central Avenue traffic calming measures, landscape maintenance along School & Central and organizing volunteer maintenance days, McKinleyville representation at HCAOG and the TAC, a planning grant application for a new Countywide Traffic Safety Plan that will include McKinleyville and how the MMAC can help in the pursuit of grant funding and planning for traffic improvements in McKinleyville. As mentioned, it was a productive meeting and hopefully we will meet with him again in the not too distant future.

Grant Applications – The Mad River Watermain Crossing Hazard Mitigation Grant application was submitted to CalOES in March 2021. We heard in December 2021 that the project had been forwarded by CalOES to FEMA for funding. We have not received a grant agreement for this project; however, we have received Requests for Information from FEMA on the scope of the project, so it does look like it will also be 75% grant funded.

A new Hazard Mitigation Grant was submitted for the upgrade of the Fischer Sewer Lift station on April 6, 2022. This grant, if funded, will cover the complete retrofit of the Fischer Lift Station, which pumps wastewater from the entire southern half of

McKinleyville to the wastewater management facility. This would include the replacement of the pumps and upgrading the electrical system, valves, and further seismically strengthen the building. We have been going back and forth with CalOES with Requests for Information on that grant application, including recently on April 17, 2023, and feel like this application will likely be approved and submitted to FEMA, but we don't know that for a fact yet.

The Federal Bipartisan Infrastructure Law funding that we will have access to will be run through the EPA funded Clean Water and Drinking Water State Revolving Fund Programs. The SRF funding in California is run through the State Water Resources Control Board. As discussed with the Board at the December 7, 2022 Board Meeting, we have submitted a Clean Water SRF application for funding the retrofit of the Fischer and B Street Lift Stations, which are two of our highest priority Capital Improvement Projects. We submitted this grant application in December 2022. Staff has been hearing there is additional SRF Funding, so we have asked the SWRCB about expanding this grant application to include also upgrading the Letz and Kelly Lift Stations, replacing all of the force mains from all our lift stations, performing an alternative disinfection study for the Wastewater Treatment Plant, and doing the office upgrade. SWRCB Staff responded that they think that all of those are valid Clean Water SRF projects and asked us to update our application with those items as well, which we are doing.

We are also finishing up the design and assessment as part of the Recycled Water Grant for the Pialorsi property. We will turn this Planning Grant into an implementation grant application for the construction of the recycled water irrigation infrastructure for the Pialorsi property as well as possibly upgrading the existing irrigation system for the Fischer property.

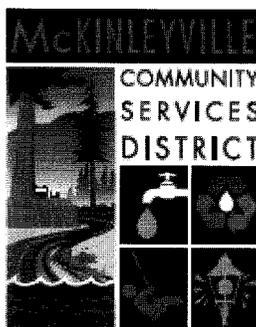
We are also pursuing grant funding with CalTrout and GHD for the next phase of the project at the Fischer Road property. The next phase would include constructing trails/gravel roads to access the property, fencing, riparian zone restoration and possibly fishery restoration projects around the mouth of Mill Creek. We will bring all these grants back to the Board for formal approval as we reach that stage.

Meetings –The General Manager attended numerous meetings as usual. The meetings in June and July included meetings with Green Diamond on the progress of the Community Forest; Microgrid construction and permitting meetings; weekly construction meetings for the Central Avenue Water & Sewer replacement project; Mad River Restoration project closeout meetings and next grant planning meetings; design meetings on the BMX Park development; several meetings with Kennedy Jenks

Engineers for the 4.5MG Reservoir as well as the Hewitt Tank project Kick-off Meeting; Strategic Planning Meetings with Staff; several Measure B meetings; Rotary meetings; MMAC and Incorporation Subcommittee meetings; and a HBMWD Muni meeting. 2023 continues to be busy.

Attachments:

- Attachment 1 – WWMF Monthly Self-Monitoring Report

PHYSICAL ADDRESS:1656 SUTTER ROAD
McKINLEYVILLE, CA 95519**MAILING ADDRESS:**P.O. BOX 2037
McKINLEYVILLE, CA 95519

mckinleyvillecsd.com

MAIN OFFICE:PHONE: (707) 839-3251
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FAX: (707) 839-5964R.W.Q.C.B. NORTH COAST REGION
5550 SKYLANE BLVD., SUITE A
SANTA ROSA, CA 95403

July 21, 2023

RE: MONTHLY MONITORING REPORT

Dear Justin:

Enclosed is the Monthly Monitoring Report for June 2023 for McKinleyville Community Services District Wastewater Management Facilities WDID NO. 1B82084OHUM, operating under Order Number R1-2018-0032.

The normal discharge of effluent was 30 days going to 003, 004 and 006. The required monitoring and water quality constituents that were tested and reported was in compliance in June.

Effluent Limitations Parameters	Units	Average Monthly	Average Weekly	Avg. % Removal	Max Daily	Instant Max	Instant Min	Results
Monitoring Location EFF- 001								
BOD	mg/L	30	45	>85				Compliance
TSS	Mg/L	30	45	>85				Compliance
PH	s.u.					6.5	8.5	Compliance
Settleable Solids	ml/L	0.1			0.2			Compliance
Chlorine Total Residual	mg/L	0.1			0.2			Compliance
Carbon Tetrachloride	ug/L	.25			.75			Compliance
Ammonia Impact Ratio	mg/L	1.0			1.0			Compliance
Dichlorobromomethane	ug/L	.56			1.4			Compliance
Monitoring Location LND-001, REC-001								
Nitrate		10						Compliance
PH		6.0- 9.0	6.0 – 9.0					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 240. The reported results for the current month are as follows. Median was <1.8 and a Maximum of <1.8. Four samples were collected in the month of June and was in compliance.

Monthly River Monitoring was conducted in June.

McKINLEYVILLE COMMUNITY SERVICES DISTRICT WASTEWATER MANAGEMENT FACILITY MONITORING DATA

MONTH: June 2023

DATE	INFLUENT FLOW		EFFLUENT FLOW		EFFLUENT MAXIMUM		EFFLUENT MONITORING		EFFLUENT MONITORING		EFFLUENT MONITORING		EFFLUENT MONITORING		EFFLUENT MONITORING		EFFLUENT MONITORING		EFFLUENT MONITORING		EFFLUENT MONITORING											
	M.G.D.	M.G.D.	M.G.D.	M.G.D.	GPM	GPM	RIVER CFS	RIVER Dilution	BOD mg/L	TSS mg/L	pH	(C°) TEMP	B.O.D. mg/L	TSS mg/L	CL ₂ RES.	CL ₂ RES.	RIVER CL ₂ RES.	RIVER CL ₂ RES.	SETTLABLE SOLIDS	TOTAL COLIFORM	TIME	PH	TEMP	D.O.	TIME	PH	TEMP	D.O.				
1	0.839	0.813	912	N/A	N/A	N/A	N/A	N/A	1.8	N/A	7.2	17.5	0.0	0.0	1.8	N/A	N/A	N/A	<0.1													
2	0.814	0.844	900	N/A	N/A	N/A	N/A	280	220	7.2	17.5	0.0	0.0	1.8	N/A	N/A	N/A	N/A														
3	0.824	0.757	744	N/A	N/A	N/A	N/A			7.1	17.6			2.0	N/A	N/A	N/A	N/A														
4	0.870	0.753	731	N/A	N/A	N/A	N/A			7.2	17.6			2.0	N/A	N/A	N/A	N/A														
5	0.838	0.828	1093	N/A	N/A	N/A	N/A			7.3	17.9			1.9	N/A	N/A	N/A	N/A			<1.8	16:00	6.7	18.7	9.1	16:10	6.9	19.7	9.0			
6	0.831	0.800	888	N/A	N/A	N/A	N/A			7.2	17.8			1.7	N/A	N/A	N/A	N/A														
7	0.808	0.815	995	N/A	N/A	N/A	N/A			7.2	17.8			1.8	N/A	N/A	N/A	N/A														
8	0.813	0.838	1239	N/A	N/A	N/A	N/A			7.3	17.7			1.8	N/A	N/A	N/A	N/A														
9	0.817	0.876	1144	N/A	N/A	N/A	N/A	300	230	7.2	17.5	4.8	0.0	2.0	N/A	N/A	N/A	N/A	<0.1													
10	0.833	0.733	741	N/A	N/A	N/A	N/A			7.2	17.5			2.0	N/A	N/A	N/A	N/A														
11	0.889	0.732	750	N/A	N/A	N/A	N/A			7.2	17.7			1.9	N/A	N/A	N/A	N/A														
12	0.849	0.841	960	N/A	N/A	N/A	N/A			7.2	17.7			1.8	N/A	N/A	N/A	N/A			<1.8											
13	0.814	0.828	910	N/A	N/A	N/A	N/A			7.2	17.8			2.5	N/A	N/A	N/A	N/A							13:40	7.0	19.7	8.7	13:52	7.1	19.4	9.4
14	0.823	0.818	948	N/A	N/A	N/A	N/A			7.2	17.8			1.8	N/A	N/A	N/A	N/A														
15	0.835	0.802	911	N/A	N/A	N/A	N/A			7.1	18.2			1.7	N/A	N/A	N/A	N/A														
16	0.824	0.864	1478	N/A	N/A	N/A	N/A	780	300	7.1	17.9	6.0	0.0	1.8	N/A	N/A	N/A	N/A	<0.1													
17	0.813	0.741	754	N/A	N/A	N/A	N/A			7.0	18.1			2.5	N/A	N/A	N/A	N/A														
18	0.842	0.743	1876	N/A	N/A	N/A	N/A			7.1	18.3			2.2	N/A	N/A	N/A	N/A														
19	0.847	0.818	1080	N/A	N/A	N/A	N/A			7.1	17.7			2.1	N/A	N/A	N/A	N/A			<1.8											
20	0.820	0.837	946	N/A	N/A	N/A	N/A			7.1	17.8			1.7	N/A	N/A	N/A	N/A							7:35	7.2	16.7	9.1	7:45	7.1	16.4	8.7
21	0.803	0.814	894	N/A	N/A	N/A	N/A			7.2	17.9			1.6	N/A	N/A	N/A	N/A														
22	0.794	0.816	886	N/A	N/A	N/A	N/A			7.2	18.1			1.7	N/A	N/A	N/A	N/A														
23	0.785	0.847	1053	N/A	N/A	N/A	N/A	300	210	7.0	18.0	6.6	0.0	2.0	N/A	N/A	N/A	N/A	<0.1													
24	0.779	0.707	735	N/A	N/A	N/A	N/A			7.1	18.0			1.7	N/A	N/A	N/A	N/A														
25	0.823	0.708	740	N/A	N/A	N/A	N/A			7.1	18.0			1.7	N/A	N/A	N/A	N/A														
26	0.814	0.840	1027	N/A	N/A	N/A	N/A			7.0	17.5			1.9	N/A	N/A	N/A	N/A			<1.8											
27	0.808	0.843	908	N/A	N/A	N/A	N/A			7.0	17.5			2.0	N/A	N/A	N/A	N/A							11:10	6.8	18.0	8.8	11:20	6.7	17.8	8.1
28	0.795	0.841	930	N/A	N/A	N/A	N/A			7.1	17.8			1.7	N/A	N/A	N/A	N/A														
29	0.783	0.845	944	N/A	N/A	N/A	N/A			6.9	17.8			1.7	N/A	N/A	N/A	N/A														
30	0.790	0.861	904	N/A	N/A	N/A	N/A	340	230	7.3	18.4	4.6	0.0	2.1	N/A	N/A	N/A	N/A	<0.1													

MONTHLY TESTS EFF-001 DISCHARGE TO RIVER

Ammonia Impact	Amphibia	Nitrate	Hardness	Phosphorus	Bis Phthalate	Carbon Tetrachloride	Chlorobromomethane	Dichlorobromomethane	Turbidity % Increase
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

MONTHLY TESTS LND-001 - REC-001 DISCHARGE TO PERC PONDS and LAND		MONTHLY RIVER RSW-001		MONTHLY RIVER RSW-002								
Organic Nitrogen	AMMONIA	NITRATE	NITRITE	SODIUM CHLORIDE	BORON	TDS	Hardness	Ammonia	Conductivity	Turbidity	Conductivity	Turbidity
ND	220	2.70	1.50	ND	38	96	73	ND	138	1.2	120	73

ACUTE TOXICITY		BOD & TSS		BOD		BOD		TSS	
Date	Species	% Survival	30 DAY AVERAGE	mg/L	LBS/DAY	mg/L	LBS/DAY	mg/L	LBS/DAY
	Rainbow Trout	N/A	1.4	4	32	4	32	0	0

EFF-001		REC-001		Quarterly	
Permit Exceedance	Quarterly	Value in µg/l	Chloroform	Value in µg/l	Chloroform
		1.4	1.4		

Signature: _____

Remarks: _____

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

June 2023

Discharge Monitoring DATE	M-INF INFLUENT MGD	M-001 EFFLUENT MGD	MAXIMUM GPM	002 LND-001 N.POND MGD	002 LND-001 S.POND MGD	004 REC-001 FISCHER MGD UPPER	003 REC-001 FISCHER MGD LOWER	006 REC-001 PIALORSI MGD	005 REC-001 HILLER MGD	IRRGATE TOTAL MGD	001 EFF-001 RIVER MGD
1	0.839	0.813	912	Decomissioned Perc Ponds		0.684	0.079	0.050		0.813	0.000
2	0.814	0.844	900			0.714	0.081	0.049		0.844	0.000
3	0.824	0.757	744			0.757				0.757	0.000
4	0.870	0.753	731			0.753				0.753	0.000
5	0.838	0.828	1093			0.683	0.093	0.052		0.828	0.000
6	0.831	0.800	888			0.665	0.087	0.048		0.800	0.000
7	0.808	0.815	995			0.665	0.094	0.056		0.815	0.000
8	0.813	0.838	1239			0.652	0.119	0.067		0.838	0.000
9	0.817	0.876	1144			0.699	0.114	0.063		0.876	0.000
10	0.833	0.733	741			0.733				0.733	0.000
11	0.889	0.732	750			0.732				0.732	0.000
12	0.849	0.841	960			0.670	0.112	0.059		0.841	0.000
13	0.814	0.828	910			0.683	0.098	0.047		0.828	0.000
14	0.823	0.818	948			0.653	0.114	0.051		0.818	0.000
15	0.835	0.802	911			0.641	0.107	0.054		0.802	0.000
16	0.824	0.864	1478			0.694	0.109	0.061		0.864	0.000
17	0.813	0.741	754			0.741				0.741	0.000
18	0.842	0.743	1876			0.743				0.743	0.000
19	0.847	0.818	1080			0.689	0.079	0.050		0.818	0.000
20	0.820	0.837	946			0.703	0.082	0.052		0.837	0.000
21	0.803	0.814	894			0.692	0.065	0.057		0.814	0.000
22	0.794	0.816	886			0.671	0.083	0.062		0.816	0.000
23	0.785	0.847	1053			0.694	0.089	0.064		0.847	0.000
24	0.779	0.707	735			0.707				0.707	0.000
25	0.823	0.708	740			0.708				0.840	0.000
26	0.814	0.840	1027			0.686	0.091	0.063		0.843	0.000
27	0.808	0.843	908			0.696	0.090	0.057		0.841	0.000
28	0.795	0.841	930			0.702	0.084	0.055		0.841	0.000
29	0.783	0.845	944			0.705	0.082	0.058		0.845	0.000
30	0.790	0.861	904			0.721	0.088	0.052		0.861	0.000
TOTAL	24.617	24.203		0.000	0.000	20.936	2.040	1.227	0.000	24.336	0.000
AVERAGE	0.821	0.807	967	0.000	0.000	0.000	0.000	0.000	0.000	0.811	0.000
MAXIMUM	0.889	0.876	1876	0.000	0.000	0.757	0.119	0.067	0.000	0.876	0.000
MINIMUM	0.779	0.707	731	0.000	0.000	0.641	0.065	0.047	0.000	0.707	0.000
DAYS	30	30		0	0	30	22	22	0	30	30
DAYS WITH NO DISCHARGE = 0											