



March 5, 2025 Regular Meeting of the McKinleyville Community Services District Board of Directors

Time: 6:00 p.m.

Location: Azalea Hall, 1620 Picket Road, McKinleyville, California

Or

Teleconference via ZOOM or 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 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, March 4, 2025.

All Public Comment received before the above deadline will be provided to the Board at 9 a.m. on Wednesday, March 5, 2025 in a supplemental packet information that will also be posted on the website for public viewing.

Agenda

A. Call to order

1 Roll Call

2 Pledge of Allegiance

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.

4 Approval of the Agenda

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.

1 Consider Approval of Minutes of the Board of Directors Regular Meeting on February 5, 2025 (P. 7)

Attachment 1 – Draft Minutes from February 5, 2025 (P. 9)

2 Consider Approval of January Draft Treasurer’s Report (P. 15)

3 Compliance With State Double Check Valve (DCV) Law (P. 29)

4 Review and Approve the Amendments to the County Lease for the Law Enforcement Facilities (P. 31)

Attachment 1 – Original Lease and Previous Amendments for Law Enforcement Facility (P. 33)

Attachment 2 – Sixth Amendment to LEF Lease (P. 65)

5 Review and Approve the Amendments to the County Lease for Library (P. 67)

Attachment 1 – Original Library Lease and Prior Amendments (P. 69)

Attachment 2 – Fifth Amendment to Library Lease (P. 97)

6 Consider Adoption of Resolution 2025-05 Nominating Melody McDonald for Re-Election to the Association of California Water Agencies Joint Powers Insurance Authority Executive Committee (P. 99)

Attachment 1 – Resolution 2025-05 (P. 101)

7 2024 Wastewater Management Facility Annual Report for the North Coast Regional Water Quality Control Board (NCRWQCB) (P. 103)

Attachment 1 – Summary of 2024 Wastewater Management Facility Annual Report (P. 105)

8 Consider Approval of Hiller Sports Complex Facility Use Agreement Contracts with Fee Increases, between MCSD and the Following Youth Sport Organizations: McKinleyville Little League; and Humboldt Fastpitch Softball (P. 115)

Attachment 1 – HSC Agreement between MCSD and McKinleyville Little League (P. 117)

Attachment 1a – Supplemental Maintenance Agreement between McKinleyville Little League and MCSD (P. 149)

Attachment 2 – HSC Agreement between MCSD and Mad River Girls Fastpitch Softball (Humboldt ASA) (P. 155)

E. Continued and New Business

1 Discuss and Consider Approval of Organizational Chart Revision to add Environmental Programs Coordinator (Information) (P. 191)

Attachment 1 – Environmental Program Coordinator Full Job Description (P. 193)

Attachment 2 – Revised Organizational Chart (P. 197)

2 Discuss and Consider Approval of Notice of Exemption for Lead Service Line Inventory (Action) (P. 199)

Attachment 1 – Lead Service Line Notice of Exemption (P. 203)

3 Discuss and Consider Approval of Resolution 2025-03 Designating the General Manager as the Authorized Representative for CalOES Cyber Security Grant (Action) (P. 205)

Attachment 1 – Resolution 2025-03 (P. 209)

4 Discuss and Consider Approval of Resolution 2025-04 Designating the General Manager as the Authorized Representative for the Recycled Water Grant Application (P. 211)

Attachment 1 – Resolution 2025-04 (P. 213)

Attachment 2 – Construction Cost Estimate (P. 215)

5 Review Information for the Draft Capital Improvement Plan for the Operational Funds: Water, Wastewater, and Streetlights, FY2025-26 (P. 217)

Attachment 1 – Draft Capital Improvement Plan Narrative for Fiscal Year 2025-26 (P. 219)

Attachment 2 – Operations Draft Capital Improvement Plan (P. 223)

Attachment 3 – Streetlights Draft Capital Improvement Plan (P. 229)

6 Consider Second Reading of Ordinance 2025-01 Codifying Article IX of the MCSD Rules and Regulations: Administrative Remedies Procedure (P. 231)

Attachment 1 – Ordinance 2025-01 (P. 233)

7 Consider Purchase Offer for Assessor’s Parcel Number 507-141-016 (P. 237)

Attachment 1 – Map of the Subject Parcel (P. 239)

F. Reports

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

1 Active Committee Reports

- a. Parks and Recreation Committee (Binder/Biteman)
- b. Area Fund (John Kulstad/Binder)
- c. Redwood Region Economic Development Commission (Mayo/Biteman)
- 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 (Binder/Orsini)
- h. McKinleyville Community Forest Committee (Orsini/Biteman)
- i. HBMWD Muni Water Task Force (Couch/Mayo)

2 Legislative and Regulatory Reports

3 Staff Reports

- a. Finance & Administration Department (Samantha Howard) (P. 241)

b. Operations Department (James Henry) (P. 243)

c. Parks & Recreation Department (Kirsten Messmer) (P. 249)

Attachment 1 – Parks and Recreation Committee Approved Meeting Minutes from December 18, 2024 **(P. 253)**

Attachment 2 – McKinleyville Community Forest Committee Approved Meeting Minutes from January 21, 2025 **(P. 257)**

d. General Manager (Pat Kaspari) (P. 261)

Attachment 1 – WWMF Monthly Self-Monitoring Report **(P. 267)**

4. President’s Report

5. Board Member Comments, Announcements, Reports and Agenda Item Requests

G. Adjournment

Posted 5:00 p.m. on February 28, 2025

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

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

McKinleyville Community Services District

BOARD OF DIRECTORS

March 5, 2025

TYPE OF ITEM: **ACTION**

ITEM: D.1 **Consider Approval of the Draft Minutes of February 5, 2025 Board of Directors Regular Meeting**

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

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

Recommendation:

Staff recommends the approval of the Draft Minutes of the Board of Directors for the February 5, 2025 regular meeting.

The Draft minutes are attached for the above listed meeting(s). 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 February 5, 2025 Regular Meeting

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MINUTES OF THE REGULAR MEETING OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT HELD ON WEDNESDAY, FEBRUARY 5, 2025 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

NOTE: Items are listed in the order in which they were considered.

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:

- | | |
|-----------------------------|--|
| James Biteman, President | Pat Kaspari, General Manager |
| Scott Binder, Director | Joey Blaine, Board Secretary |
| David Couch, Director | James Henry, Operations Director |
| Dennis Mayo, Vice President | Samantha Howard, Finance Director |
| Greg Orsini, Director | Kirsten Messmer, Parks and Recreation Director |

A.2 Pledge of Allegiance

The Pledge of Allegiance was led by Director Mayo.

A.3 Additions to the Agenda

General Manager Kaspari confirmed there were no additions to the agenda.

A.4 Approval of the Agenda

Motion: It was moved to approve the agenda.

Motion by: Director Orsini **Second:** Director Mayo

There were no comments from the Board or public.

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

Motion Summary: Motion passed.

AGENDA ITEM B. PUBLIC HEARINGS

There was no public hearing scheduled.

AGENDA ITEM C. PUBLIC COMMENT AND WRITTEN COMMUNICATIONS:

Humboldt Bay Municipal Water District General Manager John Friedenbach and Incoming General Manager Michiko Mares gave public comment to introduce Ms. Mares to the MCSD Board of Directors.

AGENDA ITEM D. CONSENT CALENDAR:

D.1 Consider Approval of the Minutes of the Board of Directors Regular Meeting on December 4, 2024 and Special Meeting on December 13, 2024

D.2 Consider Approval of December Draft Treasurer’s Report

- D.3 Compliance with State Double Check Valve (DCV) Law**
- D.4 Consider Approval of the First Amendment to the Agreement Between McKinleyville Union School District and the McKinleyville Community Services District for the Provision of Staff to the 21st Century Community Learning Center After School Programs**
- D.5 Consider Approval of Negotiated Three Year Compensation Contract with District Employees**
- D.6 Review of the 2024 Integrated Pest Management Plan Annual Report**

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: Mayo

Motion Summary: Motion passed

AGENDA ITEM E. CONTINUED AND NEW BUSINESS:

E.1 Presentation of Community Builder Award to Mad River Rotary

General Manager Kaspari overviewed the item.

President Biteman invited Tim Woodard, President of Mad River Rotary, to say a few words on behalf of Mad River Rotary in acceptance of the award.

Directors congratulated Mr. Woodward and gave commendations for the ongoing work of Mad River Rotary

This was an information only item. No action was taken.

E.2 MCSD Employee of the Year Presentation to Eava Young

Finance Director Howard presented the item.

Directors and Staff congratulated and commended Ms. Young on her receipt of the award and service the District.

Ms. Young gave comment and thanked Directors and staff for her selection as Employee of the Year.

This was an information only item, no action was taken.

E.3 Discuss and Consider Approval of Resolution 2025-01 Establishing a Partnership Between MCSD, Green Diamond, and Humboldt County Resource Conservation District to Implement the Vegetation Treatment Project and Adopt the Finding and Statement of Overriding Considerations for the Project Specific Analysis and Addendum

General Manager Kaspari overviewed the item.

Directors discussed and thanked Staff for their efforts on the project.

Humboldt County 5th District Supervisor Stephen Madrone commended the Board and Staff on the project.

Motion: It was moved to approve and adopt Resolution 2025-01.

Motion by: Director Orsini **Second:** Director Mayo

There were no comments from the Board or public.

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

Motion Summary: Motion passed.

E.4 Discuss and Consider Approval of Resolution 2025-02 Adopting a Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the Wastewater Recycling Expansion Project, and Approving the Project Based On Approval of Final Construction Funding

General Manager Kaspari reviewed the item.

Directors discussed and asked clarifying questions

Motion: It was moved to approve and adopt Resolution 2025-02.

Motion by: Director Orsini **Second:** Director Mayo

There were no comments from the Board or public.

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

Motion Summary: Motion passed.

E.5 Review Operational Data and Cost Savings for the Microgrid System Installed at the Wastewater Management Facility

General Manager Kaspari overviewed the item and gave a presentation to the Directors.

Directors asked clarifying questions.

Humboldt County 5th District Supervisor Stephen Madrone commended the Board and Staff on the project.

This was an information only item. No action was taken.

E.6 Review Information for the Draft Capital Improvement Plan for the Parks & General Fund, FY2025-26

Finance Director Howard presented the item.

Directors discussed and asked clarifying questions.

This was an information item only. No action was taken.

E.7 Discuss and Consider Committee Assignments and Appointments of Committee Chairs by the Board President for the 2025 Calendar Year

President Biteman opened up the discussion on committee assignments

Directors discussed and President Biteman appointed the following assignments:

- a. Parks and Recreation Committee (Binder/Biteman)
- b. Area Fund (John Kulstad/Binder)

- c. Redwood Region Economic Development Commission (Mayo/Biteman)
- 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 (Binder/Orsini)
- h. McKinleyville Community Forest Committee (Orsini/Biteman)
- i. HBMWD Muni Water Task Force (Couch/Mayo)

E.8 Consider First Reading of Ordinance 2025-01 Codifying Article IX of the MCSD Rules and Regulations: Administrative Remedies Procedure

Board Secretary Blaine presented the item

Director Orsini commended staff on the development of the ordinance.

Motion: It was moved to approve the first reading of Ordinance 2025-01 by title only.

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

There were no comments from the Board or public.

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

Motion Summary: Motion passed.

E.9 Consider Attendance at the Association of California Water Agencies (ACWA) 2025 Spring Conference and Expo in Monterey, CA on May 13-15, 2025

Board Secretary Blaine reviewed the item.

Directors held a brief discussion.

Motion: It was moved to approve interested Board Members to attend the Association of California Water Agencies (ACWA) 2025 Spring Conference and Expo in Monterey, CA on May 13-15, 2025.

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: Mayo

Motion Summary: Motion passed.

E.10 Consider Attendance at the 2025 CSDA Special District Legislative Days in Sacramento, CA May 20-21, 2025

Board Secretary Blaine reviewed the item.

Directors held a brief discussion.

Motion: It was moved to approve interested Board Members to attend the 2025 CSDA Special District Legislative Days in Sacramento, CA May 20-21, 2025.

Motion by: Director Mayo **Second:** Director Orsini

There were no comments from the Board or public.

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

Motion Summary: Motion passed.

E.11 Consider Attendance at the Association of California Water Agencies (ACWA) 2025 Legislative Symposium in Sacramento, CA on March 26, 2025

Board Secretary Blaine reviewed the item.

Directors held a brief discussion.

Motion: It was moved to approve interested Board Members to attend the Association of California Water Agencies (ACWA) 2025 Legislative Symposium in Sacramento, CA on March 26, 2025.

Motion by: Director Orsini **Second:** Director Mayo

There were no comments from the Board or public.

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

Motion Summary: Motion passed.

AGENDA ITEM F. REPORTS

F.1 ACTIVE COMMITTEE REPORTS

- a. **Parks and Recreation Committee (Binder/Biteman):** Did not meet.
- b. **Area Fund (John Kulstad/Binder):** Did not meet.
- c. **Redwood Region Economic Development Commission (Biteman/Mayo):** Did not meet.
- d. **McKinleyville Senior Center Board Liason (Binder/Couch):** President 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 report out of the January 22, 2025 meeting.
- h. **McKinleyville Community Forest Committee (Orsini/Biteman):** Director Orsini gave a brief report out of the January 18, 2025 meeting.
- i. **HBMWD Muni Water Task Force (Couch/Mayo):** Did not meet.

F.2 LEGISLATIVE AND REGULATORY REPORTS

Director Orsini reported on a meeting he and Director Mayo had with Sherriff Honsal regarding support for the McKinleyville Community Forest. He reported that information has been passed on to Parks and Recreation Director Messmer for further exploration.

Director Mayo gave an update on his upcoming plans for his time at the ACWA DC conference later in February.

F.3 STAFF REPORTS

- a. **Finance and Administration Department:** Finance Director Howard gave a brief update on the progress of the Annual Audit and reported that it is on schedule for completion.

- b. Operations Department (James Henry):** Operations Director Henry had nothing further to add to his written report.
- c. Parks & Recreation Department (Kirsten Messmer):** Parks and Recreation Director Messmer reported that Kristin McDonald has been hired on the for the full-time Recreation Coordinator position.
- d. General Manager (Patrick Kaspari):** General Manager Kaspari gave an update on the progress of the District's various projects and grants.

F.4 PRESIDENT'S REPORT

President Biteman expressed satisfaction with his first meeting as Board President.

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

Humboldt County 5th District Supervisor Steve Madrone gave a brief report on the County, including the progress on the allocations of Measure O. He reported that a committee is in progress of being created to handle that matter, on which the District will have a seat.

G. ADJOURNMENT:
Meeting Adjourned at 8:54 p.m.

Joseph Blaine, Board Secretary

McKinleyville Community Services District
DRAFT Treasurer's Report
January 2025

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Page 9	Cash Disbursement Report

Ratios

as of January 31, 2025

- Utility Accounts Receivable Turnover Days	<table border="1"><tr><td>14</td></tr></table>	14
14		
- YTD Breakeven Revenue, Enterprise Funds:	<table border="1"><tr><td>\$ 4,460,420</td></tr></table>	\$ 4,460,420
\$ 4,460,420		
- YTD Actual Enterprise Operating Revenue:	<table border="1"><tr><td>\$ 5,259,344</td></tr></table>	\$ 5,259,344
\$ 5,259,344		
- Days of Cash on Hand-Operations Checking/MM	<table border="1"><tr><td>152</td></tr></table>	152
152		

McKinleyville Community Services District
DRAFT Activity Summary by Fund, Approved Budget
January 31, 2025

Department Summaries	July	August	September	October	November	December	January	% of Year 58.33% YTD	Approved YTD Budget	Over (Under) YTD Budget	Over (Under) YTD Budget %	% Year Remaining: 41.67%		Notes	
												Total Budget	Remaining Budget		Budget %
Water															
Water Sales	377,798	466,657	387,565	404,473	336,145	311,606	378,513	2,662,757	2,537,500	125,257	4.94%	4,350,000	1,687,243	38.79%	
Other Revenues	18,199	19,951	9,039	11,274	12,980	28,642	15,661	115,746	179,054	(63,308)	-35.36%	306,950	191,204	62.29%	
Total Operating Revenues	395,997	486,608	396,604	415,747	349,126	340,248	394,174	2,778,503	2,716,554	61,949	2.28%	4,656,950	1,878,447	40.34%	
Salaries & Benefits	136,738	111,520	104,841	118,522	113,067	107,996	113,467	806,152	852,085	(45,933)	-5.39%	1,460,717	654,565	44.81%	Budget spread evenly across 12 months, but actuals vary by schedule
Water Purchased	107,688	108,330	111,217	110,780	109,448	108,258	108,229	763,951	755,417	8,534	1.13%	1,295,000	531,049	41.01%	
Other Expenses	49,482	47,132	39,224	71,527	39,434	148,132	52,124	447,056	541,325	(94,269)	-17.41%	927,985	480,929	51.83%	Budget spread evenly across 12 months, but actuals vary by project & expenditure
Depreciation	33,333	33,333	33,333	33,333	33,333	33,333	33,333	233,331	233,333	(2)	0.00%	400,000	166,669	41.67%	
Total Operating Expenses	327,242	300,315	288,616	334,162	295,282	397,719	307,154	2,250,489	2,382,160	(131,671)	-5.53%	4,083,702	1,833,213	44.89%	
Net Operating Income	68,756	186,292	107,988	81,585	53,844	(57,471)	87,020	528,015	334,394	(69,722)		573,248	45,233		
Grants	560	-	-	722,437	-	-	1,970,604	2,693,601	4,083,333	(1,389,732)		7,000,000	4,306,399	61.52%	Jan grant revenue from 4.5 mgt -CalOES and NCRP
Interest Income	22,552	42,302	28,947	29,098	27,289	27,359	23,754	201,301	87,500	113,801	130.06%	150,000	(51,301)	-34.20%	
Interest Expense	14,259	-	-	-	-	-	-	14,259	117,089	102,830	-87.82%	200,724	186,465	92.90%	
Total Non-Operating Income	8,853	42,302	28,947	751,535	27,289	27,359	1,994,358	2,880,643	4,053,744	(1,378,760)		6,949,276	4,068,633		
Net Income (Loss)	77,609	228,595	136,935	833,120	81,133	(30,112)	2,081,378	3,408,657	4,388,138	(1,448,482)		7,522,524	4,113,867		Loss in December due to \$84,196.71 interest expense and \$23,138.24 SWRCB annual permit fee.
Wastewater															
Wastewater Service Charges	365,828	395,146	369,717	378,264	351,430	346,764	389,439	2,596,587	2,450,000	146,587	5.98%	4,200,000	1,603,413	38.18%	
Other Revenues	26,213	26,294	10,630	16,515	18,554	37,199	23,241	158,646	167,091	(8,445)	-5.05%	286,442	127,796	44.61%	
Total Operating Revenues	392,041	421,440	380,347	394,779	369,983	383,962	412,680	2,755,233	2,617,091	138,142	5.28%	4,486,442	1,731,209	38.59%	
Salaries & Benefits	150,184	131,183	136,410	132,561	126,646	136,139	148,293	961,414	888,350	73,064	8.22%	1,522,885	561,471	36.87%	Budget spread evenly across 12 months, but actuals vary by project & expenditure
Other Expenses	62,036	63,980	52,065	77,260	58,369	98,016	77,839	489,565	677,591	(188,026)	-27.75%	1,161,585	672,020	57.85%	
Depreciation	125,000	125,000	125,000	125,000	125,000	125,000	125,000	875,000	875,000	-	0.00%	1,500,000	625,000	41.67%	
Total Operating Expenses	337,220	320,162	313,474	334,821	310,015	359,155	351,132	2,325,980	2,440,941	(114,961)	-4.71%	4,184,470	1,858,490	44.41%	
Net Operating Income	54,821	101,278	66,873	59,958	59,968	24,808	61,548	429,254	176,150	253,104		301,972	(127,282)		
Grants	560	-	-	41,666	-	-	48,171	90,397	422,917	(332,520)	-78.63%	725,000	634,603	87.53%	Jan grant revenue is Fischer Lift Station reimbursement.
Interest Income	28,754	60,872	44,303	45,670	40,637	40,093	51,647	311,977	70,000	241,977	345.68%	120,000	(191,977)	-159.98%	
Interest Expense	(209,752)	278,317	-	-	34,266	-	-	102,832	149,246	46,414	-31.10%	255,851	153,019	59.81%	July negative interest is due to reversal of FY24 accrued interest.
Total Non-Operating Income	239,066	(217,445)	44,303	87,336	6,370	40,093	99,818	299,542	343,671	(136,958)		589,149	289,607	49.16%	
Net Income (Loss)	293,887	(116,167)	111,176	147,295	66,339	64,901	161,366	728,796	519,821	208,975		891,121	162,325		
Enterprise Funds Net Income (Loss)	371,495	112,428	248,111	980,414	147,472	34,789	2,242,744	4,137,453	4,907,959	(770,506)		8,413,645	4,276,192		

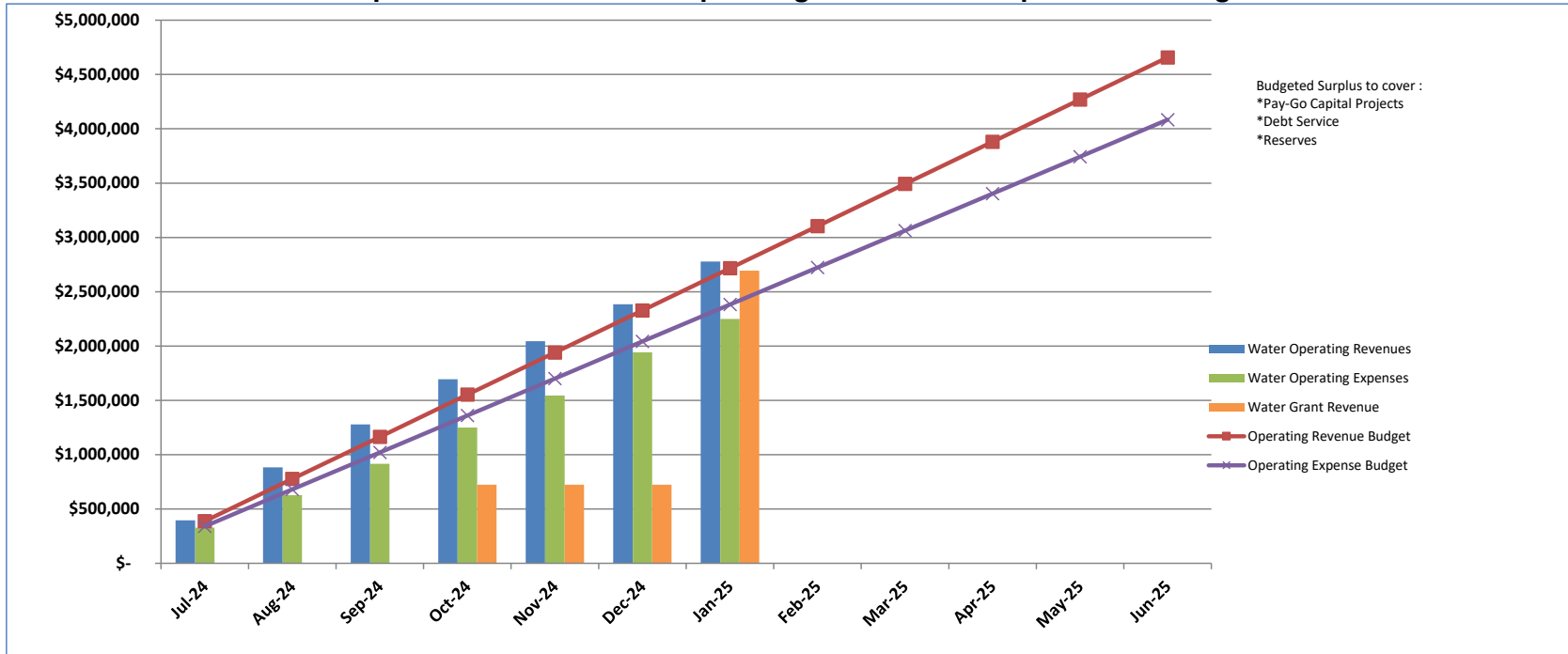
McKinleyville Community Services District
DRAFT Activity Summary by Fund, Approved Budget
January 31, 2025

Department Summaries	July	August	September	October	November	December	January	% of Year 58.33% YTD	Approved YTD Budget	Over (Under) YTD Budget	Over (Under) YTD Budget %	% Year Remaining: 41.67%			Notes
												Total Budget	Remaining Budget	Budget %	
*Parks & Recreation															
Program Fees	65,991	9,156	2,066	15,325	52,354	54,139	34,953	233,983	248,588	(14,605)	-5.88%	426,150	192,167	45.09%	Budget spread evenly across 12 months, but actuals vary by schedule
Rents & Facility Related Fees	8,508	16,190	3,795	7,139	4,010	2,155	4,878	46,675	59,106	(12,431)	-21.03%	101,325	54,650	53.94%	
Property Taxes	-	-	-	-	-	436,262	-	436,262	428,047	8,215	1.92%	733,794	297,532	40.55%	Approx 59% of Property Tax Revenue Received
Other Revenues	12,292	12,284	14,610	12,371	12,362	12,354	12,747	89,019	116,404	(27,385)	-23.53%	199,550	110,531	55.39%	Budget spread evenly across 12 months, but actuals vary by schedule
Interest Income	21,059	23,175	17,359	17,424	16,273	21,811	14,352	131,453	43,750	87,703	200.46%	75,000	(56,453)	-75.27%	
Total Revenues	107,850	60,806	37,829	52,259	84,998	526,720	66,930	937,392	895,895	41,497	4.63%	1,535,819	598,427	38.96%	
Salaries & Benefits	95,370	87,799	94,991	112,570	96,894	104,312	113,566	705,503	641,632	63,871	9.95%	1,099,941	394,438	35.86%	
Other Expenditures	28,081	21,154	15,122	27,739	16,120	33,245	20,568	162,030	171,485	(9,455)	-5.51%	293,975	131,945	44.88%	
Total Expenditures	123,451	108,953	110,114	140,310	113,014	137,557	134,134	867,532	813,117	54,415	6.69%	1,393,916	526,384	37.76%	
Other Financing Sources:															
Grant Revenues	-	-	-	-	-	-	-	-	758,333	(758,333)	-100.00%	1,300,000	1,300,000	100.00%	
Capital Expenditures	-	500	15,867	5,651	-	11,302	17,812	51,133	1,016,667	(965,534)	-84.06%	1,300,000	1,248,867	96.07%	Budget spread evenly across 12 months, but actuals vary by project schedule
Excess (Deficit)	(15,601)	(48,648)	(88,152)	(93,702)	(28,016)	377,861	(85,016)	18,727	(175,556)	194,283		141,903	1,372,043		
*Measure B Assessment															
Total Revenues	100	138	3,848	3,801	4,018	440,104	3,248	455,257	411,051	44,206	10.75%	704,659	249,402	35.39%	Approx 61% of 24/25 Assesment Revenue Received
Salaries & Benefits	8,874	13,812	14,428	13,760	5,965	5,877	9,240	71,955	98,883	(26,928)	-27.23%	169,514	97,559	57.55%	Budget spread evenly across 12 months; actuals vary by maintenance schedule
Other Expenditures	5,283	8,075	7,277	9,651	8,461	11,669	9,834	60,250	100,470	(40,220)	-40.03%	172,235	111,985	65.02%	Budget spread evenly across 12 months, but actuals vary seasonally
Capital Expenditures/Loan Repayment	-	-	-	63,101	15,823	-	-	78,923	159,815	(80,892)	-50.62%	273,968	195,045	71.19%	Budget is spread evenly across 12 months. Loan pmts are October & April
Total Expenditures	14,157	21,887	21,706	86,512	30,249	17,546	19,073	211,129	359,168	(148,039)	-41.22%	615,717	404,588	65.71%	
Excess (Deficit)	(14,057)	(21,749)	(17,857)	(82,711)	(26,230)	422,559	(15,825)	244,128	51,883	192,245		88,942	(155,186)		
*Street Lights															
Total Revenues	11,855	12,389	12,154	12,291	12,233	12,162	12,050	85,135	80,850	4,285	5.30%	138,600	53,465	38.58%	
Salaries & Benefits	6,933	4,664	4,732	4,907	4,426	4,588	5,581	35,830	38,431	(2,601)	-6.77%	65,882	30,052	45.61%	Budget spread evenly across 12 months; actuals vary by maintenance schedule
Other Expenditures	5,078	6,629	3,863	4,768	4,050	5,168	4,970	34,526	35,989	(1,463)	-4.06%	61,695	27,169	44.04%	
Capital Expenditures/Loan Repayment	-	-	-	-	-	-	-	-	2,917	(2,917)	-100.00%	5,000	5,000	100.00%	Budget spread evenly across 12 months, but actuals vary by project
Total Expenditures	12,011	11,293	8,595	9,675	8,476	9,756	10,551	70,356	77,337	(6,981)	-9.03%	132,577	62,221	46.93%	
Excess (Deficit)	(156)	1,095	3,560	2,617	3,757	2,406	1,499	14,778	3,513	(11,265)		6,023	(8,755)		
Governmental Funds Excess (Deficit)	(29,814)	(69,301)	(102,450)	(173,797)	(50,489)	802,826	(99,342)	277,634	(120,160)	397,794		236,868	1,208,101		

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

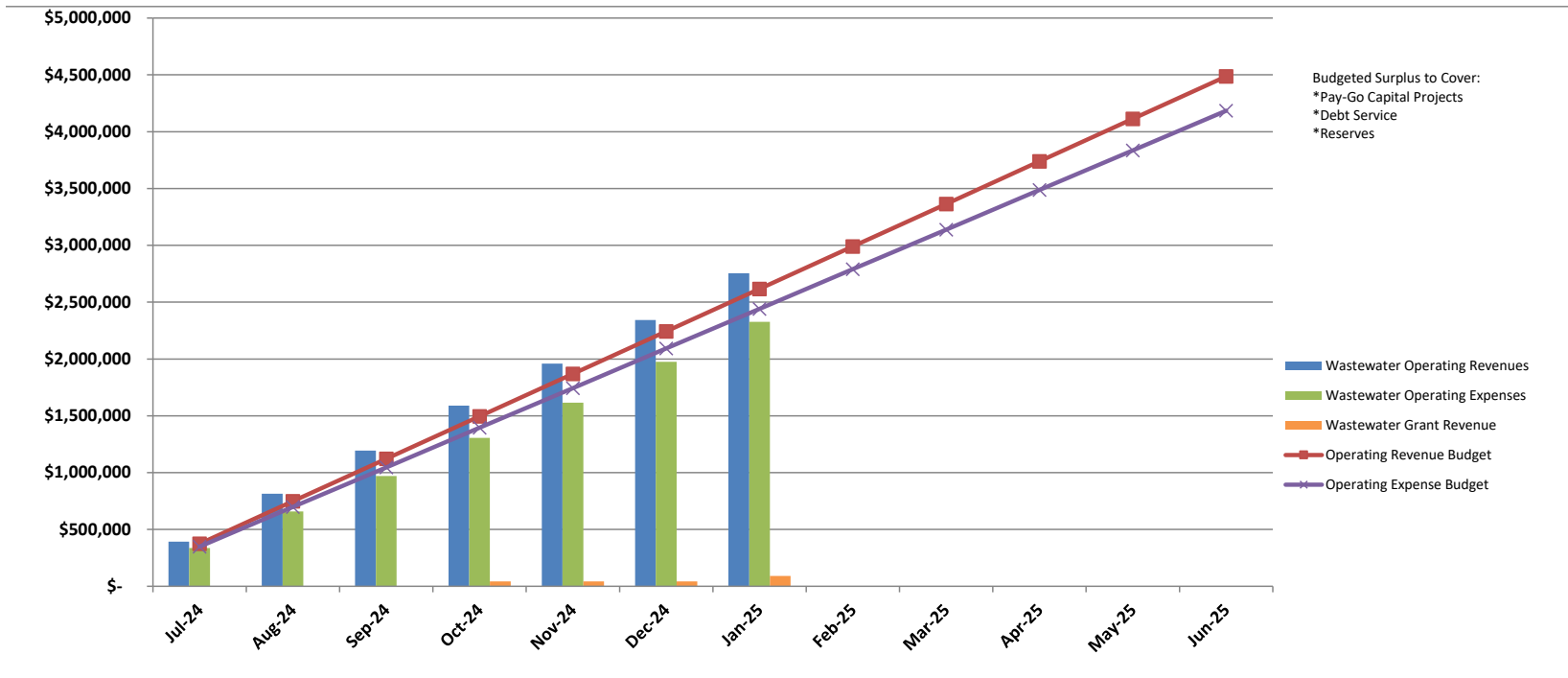
McKinleyville Community Services District
DRAFT as of January 31, 2025

Comparison of Water Fund Operating Revenues & Expenses to Budget



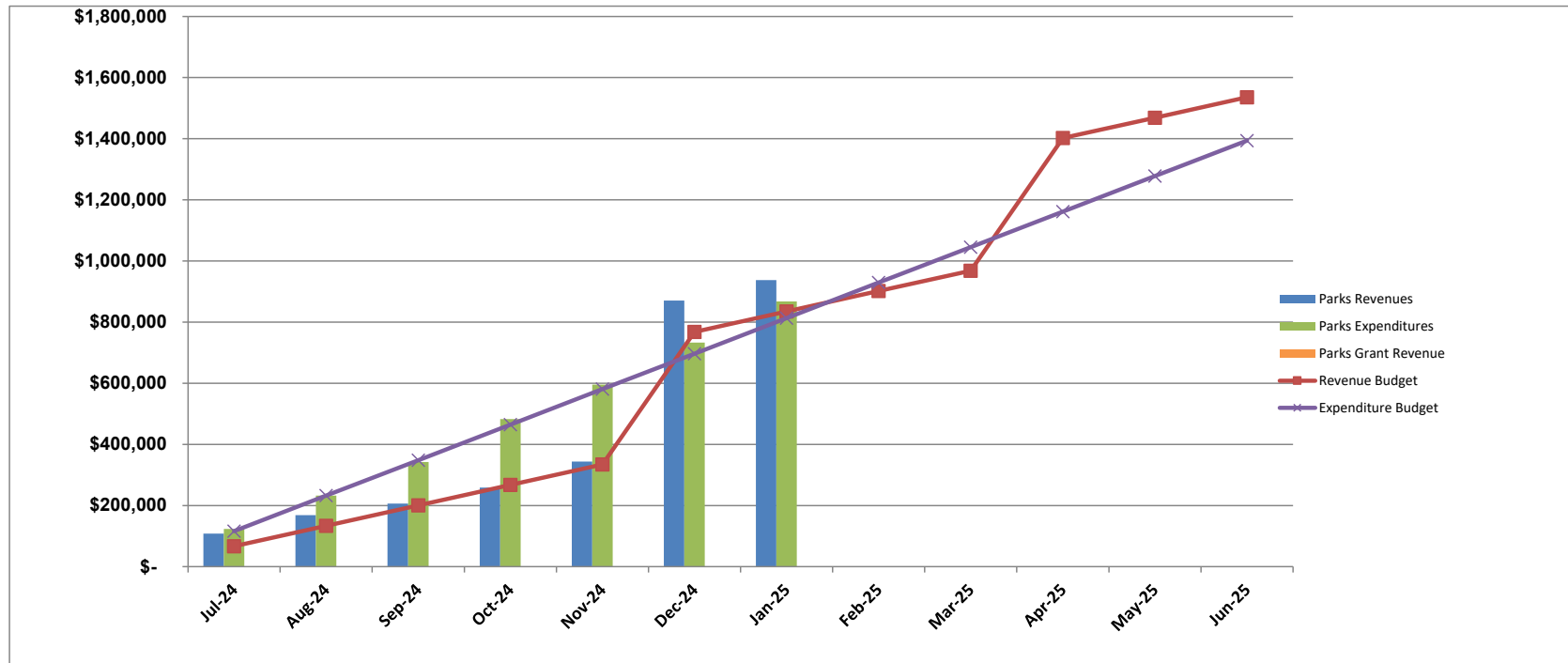
**McKinleyville Community Services District
DRAFT as of January 31, 2025**

Comparison of Wastewater Fund Operating Revenues & Expenses to Budget



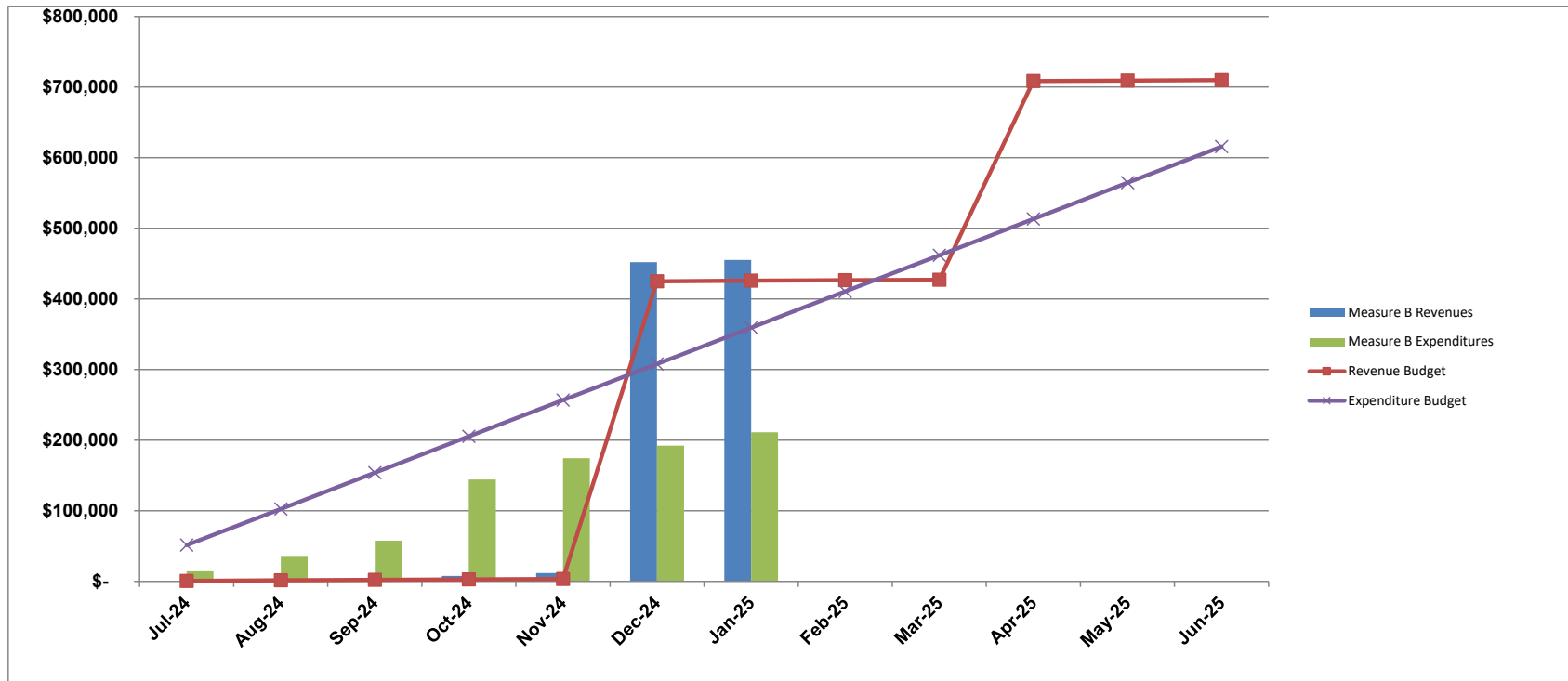
McKinleyville Community Services District
DRAFT as of January 31, 2025

Comparison of Parks & Recreation Total Revenues & Expenditures to Budget



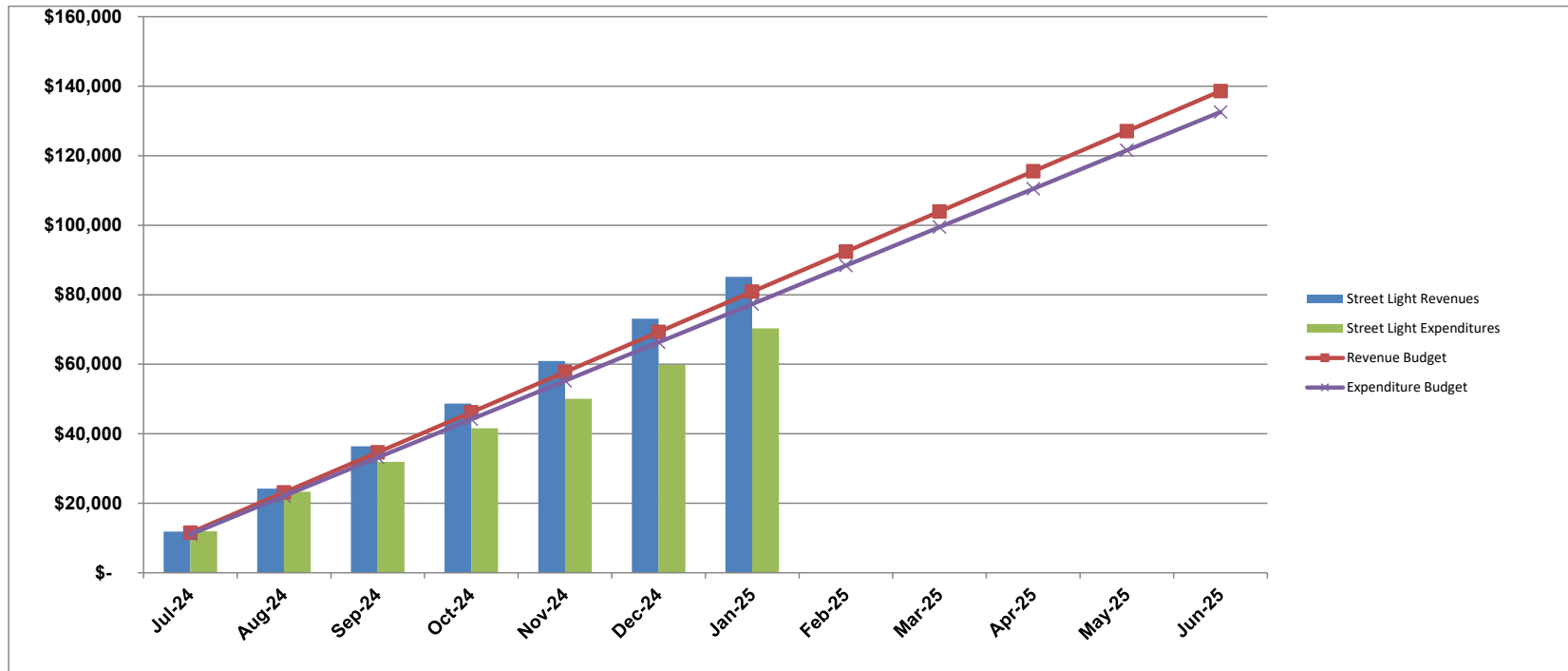
McKinleyville Community Services District
DRAFT as of January 31, 2025

Comparison of Measure B Fund Total Revenues & Expenditures to Budget



McKinleyville Community Services District
DRAFT as of January 31, 2025

Comparison of Street Light Fund Total Revenues & Expenditures to Budget



McKinleyville Community Services District
Cash Disbursement Detail Report
For the Period January 1 through January 31, 2025

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
Accounts Payable Disbursements						
043379	1/3/2025	*0013	M.C.S.D Customer	100	C50102	SECURITY DEPOSIT (FACILITY)
043380	1/3/2025	*0039	M.C.S.D Customer	80.00	C50102	REFUND (YOUTH BASKETBALL)
043381	1/3/2025	*0040	M.C.S.D Customer	75.00	C50102	REFUND (YOUTH BASKETBALL)
043382	1/3/2025	*0041	M.C.S.D Customer	75.00	C50102	REFUND (YOUTH BASKETBALL)
043383	1/3/2025	*0042	M.C.S.D Customer	100.00	C50102	SECURITY DEPOSIT (FACILITY)
043384	1/3/2025	10102	101 NETLINK	80.00	0250101-1	BACKUP INTERNET SERVICES
043385	1/3/2025	ADV01	ADVANCED SECURITY SYSTEM	425.35	4684	NEW KEYPAD (EAST SHOP)
043386	1/3/2025	ASB01	ASBURY ENVIRONMENTAL SERVICES	137.00	-1157591	USED OIL
043387	1/3/2025	ASC02	ASCAP	445.00	C50102	RENEWAL FEE
043388	1/3/2025	BAD01	BADGER METER, Inc.	425.53	80182074	MONTHLY FEE
043389	1/3/2025	BNY02	THE BANK OF NEW YORK MELLON	1,535.00	2-2680614	COP 2021A SERVICE FEES
				1,535.00	2-2680616	COP 2021B SERVICE FEES
			<u>Check Total:</u>	<u>3,070.00</u>		
043390	1/3/2025	COA01	COASTAL BUSINESS SYSTEMS	176.86	38237579	LEXMARK XM3250 COPIERS
043391	1/3/2025	COR01	CORBIN WILLITS SYSTEMS	1,182.27	00C412151	SUBSCRIPTIONS
043392	1/3/2025	FED01	FedEx Office	673.86	871771024	LAB SHIPPING
043393	1/3/2025	GHD01	GHD	7,347.55	0-0062349	FISCHER LIFT STATION UPGRADE
				873.26	0-0063006	SEWER REHAB STANDARD SPEC.
				5,883.40	0-0063125	CWSRF GRANT ASSISTANCE
			<u>Check Total:</u>	<u>14,104.21</u>		
043394	1/3/2025	GOLO2	GOLDEN STATE FURNITURE	3,459.38	2122	NEW DESK FOR FINANCE DIRECTOR
043395	1/3/2025	HAR13	The Hartford - Priority A	527.85	181908759	GRP. HEALTH INSURANCE
043396	1/3/2025	HUM01	HUMBOLDT BAY MUNICIPAL WATER	108,258.40	C50103	WTR PURCHASED
043397	1/3/2025	INF03	INFINITE CONSULTING SERVICES	2,103.61	12420	HARDWARE & PROFESSIONAL SERVICE
				101.48	12431	HARDWARE
				5,218.06	12454	MONTHLY HOSTING FEE
			<u>Check Total:</u>	<u>7,423.15</u>		
043398	1/3/2025	KEN02	KENNEDY/JENKS CONSULTANTS	51,541.45	176809	4.5MG TANK
043399	1/3/2025	LDA01	LDA PARTNERS	30,445.50	17/635022	ARCHITECTURAL SERVICES
043400	1/3/2025	MCK01	MCKINLEYVILLE CHAMBER	86.00	7264	ANNUAL MEMBERSHIP
043401	1/3/2025	MUD01	MUDDY WATERS COFFEE CO.	80.00	299409663	COFFEE
043402	1/3/2025	ORE01	O'REILLY AUTOMOTIVE, INC.	20.99	37-235267	CAR CLEANING SUPPLIES
				214.03	37-236737	BROKEN MIRROR (UNIT #12)
			<u>Check Total:</u>	<u>235.02</u>		
043403	1/3/2025	PGE05	PGE	677.17	C50103	GAS & ELECTRIC S.L.- ZONE

043404	1/3/2025	PGE06	PG&E-STREETLIGHTS	30.78	C50103	GAS & ELECTRIC S.L.- ZONE
043405	1/3/2025	PGE07	PG&E STREETLIGHTS	1,946.39	C50103	GAS & ELECTRIC
043406	1/3/2025	PGE08	PGE STREETLIGHTS	29.81	C50103	GAS & ELECTRIC S.L.- ZONE
043407	1/3/2025	PGE09	PGE-STREETLIGHTS	149.21	C50103	GAS & ELECTRIC S.L.- ZONE
043408	1/3/2025	PGE11	PGE STREETLIGHTS	22.93	C50103	GAS & ELECTRIC SEWER PUMP
043409	1/3/2025	PGE12	PGE	79.41	C50103	GAS & ELECTRIC HILLER
043410	1/3/2025	STA12	SWRCB ACCOUNTING OFFICE	22,519.24	LW1047977	ANNUAL FEES
043411	1/3/2025	STR01	STREAMLINE	530.00	F9E7-0051	SUBSCRIPTIONS
043412	1/3/2025	VAL01	VALLEY PACIFIC PETROLEUM	772.89	24-837557	GAS/OIL/LUBE
043413	1/3/2025	VAL02	VALLEY PACIFIC	3,616.95	24-836998	GAS/OIL/LUBE
043414	1/3/2025	VER01	VERIZON WIRELESS	66.09	101718658	PAGING/ALARMS
043415	1/3/2025	WAR01	WARREN COUNTY MUNICIPAL	50.00	C50103	LEADERSHIP CONFERENCE FEE
043416	1/3/2025	WIL09	WILLDAN FINANCIAL SERVICE	2,150.00	010-60556	REVENUE COP 2021A & 2021B
043417	1/3/2025	\D020	M.C.S.D Customer	23.32	000C50101	MQ CUSTOMER REFUND
043418	1/3/2025	\H026	M.C.S.D Customer	30.04	000C50101	MQ CUSTOMER REFUND
043419	1/3/2025	\R022	M.C.S.D Customer	10.08	000C50101	MQ CUSTOMER REFUND
043420	1/3/2025	\W019	M.C.S.D Customer	55.42	000C50101	MQ CUSTOMER REFUND
043421	1/3/2025	\W020	M.C.S.D Customer	119.12	000C50101	MQ CUSTOMER REFUND
043422	1/9/2025	*0043	HUMBOLDT ASSOCIATION OF REALTORS	509.00	C50109	REFUND FOR CANCELED RENTAL
043423	1/9/2025	ACW01	CB&T/ACWA-JPIA	21,494.93	0704867	GRP. HEALTH INSURANCE
043424	1/9/2025	AMA01	AMAZON CAPITAL SERVICES	1,734.79	XJW4NGJM1	AMAZON PURCHASES
043425	1/9/2025	ATT07	AT&T ACCT 9391081626	189.86	022835207	PHONE LINES
043426	1/9/2025	EUR07	Eureka Rubber Stamp Co.	116.17	A39167	DUAL CONTROL STAMPS
043427	1/9/2025	HUM08	HUMBOLDT SANITATION	771.00	4CX01770	1620 PICKETT RD TRASH SERVICE
				909.40	4CX01771	1656 SUTTER TRASH SERVICE
				771.00	4CX01772	1705 GWIN RD TRASH SERVICE
				384.35	4CX01773	675 HILLER RD TRASH SERVICE
			<u>Check Total:</u>	<u>2,835.75</u>		
043428	1/9/2025	HUM22	HUMBOLDT COUNTY SHERIFF	25.00	C50109	PERMIT #575 FEES
043429	1/9/2025	IBA01	US BANK-GLOBAL CORP TRUST	6,217.24	8-098-225	LOAN PMT 253252000 (LOAN#08-098)
043430	1/9/2025	IND02	INDUSTRIAL ELECTRIC SERVICE	22.43	IN52527	BEARING & BALL BEARING
043431	1/9/2025	INF02	INFOSEND	3,640.08	278224	MAILING AND POSTAGE
043432	1/9/2025	KEN02	KENNEDY/JENKS CONSULTANTS	41,201.91	176973	4.5MG TANK
043433	1/9/2025	MCK04	MCK ACE HARDWARE	561.88	C50109	REPAIRS/SUPPLY
043434	1/9/2025	MEN01	MENDES SUPPLY CO.	1,620.73	C50109	REPAIRS/SUPPLY
043435	1/9/2025	MIL01	Miller Farms Nursery	224.00	C50109	REPAIRS/SUPPLY
043436	1/9/2025	MIT01	MITCHELL LAW FIRM	333.00	6277	LEGAL SERVICES

043437	1/9/2025	NOR03	LOOMIS BASIN EQUINE MEDIC	182.00	1503184	REPAIRS/SUPPLY TREATMENT
043438	1/9/2025	NOR13	NORTHERN CALIFORNIA SAFET	120.00	30310	MONTHLY FEE
043439	1/9/2025	PAC05	PACIFIC ECORISK	3,356.00	20315	TOXICITY TESTING
043440	1/9/2025	PGE01	PG & E (Office & Field)	34,420.71	C50109	GAS & ELECTRIC
043441	1/9/2025	PRO01	PROFESSIONAL CREDIT SERVICES	94.72	44606	REC. BAD DEBTS
				18.48	45534	REC. BAD DEBTS
			<u>Check Total:</u>	<u>113.20</u>		
043442	1/9/2025	ROJ01	ROJAS COMMUNICATIONS GROUP	2,500.00	202484	GOVERNMENT RELATIONS/LOBBYING
043443	1/9/2025	SEQ01	BLUE STAR GAS	786.82	1701736	FUEL
				211.91	1701740	FUEL
			<u>Check Total:</u>	<u>998.73</u>		
043444	1/9/2025	SIX03	SIX RIVERS MECHANICAL	837.57	I8160	HVAC MAINTENANCE (TEEN CENTER)
043445	1/9/2025	THO02	Thomas Home Center	193.82	C50109	REPAIRS/SUPPLY
043446	1/9/2025	TPX01	TPx COMMUNICATIONS	2,179.00	3553862-0	INTERNET SERVICES
043447	1/9/2025	UMP01	UMPQUA COMMERCIAL CARD OP	3,109.74	0125BD	TRAVEL/TRAINING/SUPPLIES
				474.34	0125JH	TRAVEL/TRAINING/SUPPLIES
				154.90	0125LF	TRAVEL/TRAINING/SUPPLIES
				1,332.88	0125PK	TRAVEL/TRAINING/SUPPLIES
				1,968.34	0125SH	TRAVEL/TRAINING/SUPPLIES
				241.39	0125PARKS	TRAVEL/TRAINING/SUPPLIES
			<u>Check Total:</u>	<u>7,281.59</u>		
043448	1/16/2025	*0044	M.C.S.D. Customer	80.00	C50116	REFUND (YOUTH BASKETBALL)
043449	1/16/2025	ARC02	ARCATA STATIONERS	31.67	227699	OFFICE SUPPLIES
043450	1/16/2025	COA01	COASTAL BUSINESS SYSTEMS	1,184.87	38336510	OFFC EQUIP LEAS (SHARP)
043451	1/16/2025	CRA01	CRAWFORD & ASSOCIATES, INC	10,035.74	42180	4.5MG TANK
043452	1/16/2025	EUR07	Eureka Rubber Stamp Co.	113.16	A39173	COMMUNITY BUILDER & EMPLO
043453	1/16/2025	KAS01	M.C.S.D. Employee	342.50	C50116	REIMBURSEMENT
043454	1/16/2025	MCB02	M.C.S.D. Employee	60.03	C50116	REIMBURSEMENT
043455	1/16/2025	NOR01	MICROBAC LABORATORIES, Inc	5,910.00	C50116	LAB TESTS
043456	1/16/2025	NOR14	NORCAL CONTAINERS	4,845.00	8794	40FT HC CW+ & HAUL AWAY
043457	1/16/2025	PGE10	PGE STREETLIGHTS	6.39	C50116	GAS & ELECTRIC S.L. - ZONE
043458	1/16/2025	PUB01	Public Employees PERS	28,557.98	C50116	PERS PAYROLL REMITTANCE
043459	1/16/2025	SOLO1	SOLO SPORTS	3,583.76	25-0010	YOUTH SPORTS SHIRTS
043460	1/21/2025	ADV04	ADVANCED DISPLAY AND SIGN	216.86	521305	PROP 68 SIGN (BMX PARK)
043461	1/23/2025	CAL10	CALIFORNIA HEATING	135.00	1073	SERVICE CALL (675 HILLER)
043462	1/23/2025	COR01	CORBIN WILLITS SYSTEMS, Inc	1,182.27	00C501151	SUBSCRIPTIONS
043463	1/23/2025	DEP05	DEPARTMENT OF JUSTICE	32.00	787095	FINGERPRINTING
043464	1/23/2025	EAN01	EAN SERVICES, LLC	249.43	166197418	CAR RENTAL 12/2/25 - 12/6/25
043465	1/23/2025	EUR06	EUREKA READY MIX	1,552.68	100319	3/4 BASE CLASS II + PEA Gravel

043466	1/23/2025	EUR07	Eureka Rubber Stamp Co.	101.40	A39250	NEW SERVICE CHECKLIST STAMP
043467	1/23/2025	FED01	FedEx Office	304.06	873702447	LAB SHIPPING
				612.64	874359042	LAB SHIPPING
			<u>Check Total:</u>	<u>916.70</u>		
043468	1/23/2025	GOV01	GOVINVEST	8,499.87	2024-5983	ANNUAL SUBSCRIPTION FEES
043469	1/23/2025	HUM26	HUMBOLDT FASTENERS	588.05	527140	PAVEMENT CUTTING BLADES
043470	1/23/2025	IBS01	IBS OF THE REDWOODS	168.35	180032092	PARTS AND SUPPLIES
043471	1/23/2025	INF02	INFOSEND	871.00	279303	ADDITIONAL POSTAGE DEPOSIT
043472	1/23/2025	KAR01	KARGES FLOORING	600.00	C50123	CARPET REPAIR
043473	1/23/2025	MCC01	MCCAMPBELL ANALYTICAL, IN	205.00	2501415	PROFESSIONAL SERVICES
043474	1/23/2025	MER03	MERCER, FRASER COMPANY	304,705.53	C50123	4.5MG TANK MONTHLY PAYMENT
043475	1/23/2025	MER04	MERCER FRASER ESCROW48611	16,037.13	C50123	CIP: 4.5M TANK DESIGN.CON
043476	1/23/2025	PGE05	PGE	679.62	C50123	GAS & ELECTRIC S.L.- ZONE
043477	1/23/2025	PGE06	PG&E-STREETLIGHTS	30.91	C50123	GAS & ELECTRIC S.L.- ZONE
043478	1/23/2025	PGE07	PG&E STREETLIGHTS	1,953.31	C50123	GAS & ELECTRIC
043479	1/23/2025	PGE08	PGE STREETLIGHTS	29.90	C50123	GAS & ELECTRIC S.L.- ZONE
043480	1/23/2025	PGE09	PGE-STREETLIGHTS	149.76	C50123	GAS & ELECTRIC S.L.- ZONE
043481	1/23/2025	PIT01	PITNEY BOWES GLOBAL FINANCIAL SRV.	481.37	107017875	OFFC EQUIP LEAS
043482	1/23/2025	SOLO1	SOLO SPORTS	273.42	25-0020	YOUTH SPORTS SHIRTS
043483	1/23/2025	THA01	THATCHER COMPANY, INC.	4,662.30	250100274	CHLORINE CYLINDER
				(1,000.00)	250900058C	CYLINDER CREDIT
			<u>Check Total:</u>	<u>3,662.30</u>		
043484	1/23/2025	THR02	DAZEY'S SUPPLY	70.03	8494	REPAIRS/SUPPLY
043485	1/23/2025	TRIO2	TRINITY DIESEL INC.	252.25	00-102513	INSPECTION (JOHN DEERE 5065M)
				185.00	00-102514	INSPECTION (CASE 580 SUPER M)
				185.00	00-102515	INSPECTION (CASE 580N)
				346.88	00-102516	INSPECTION (VAC CON)
				323.75	00-102517	INSPECTION (DUMP TRUCK)
			<u>Check Total:</u>	<u>1,292.88</u>		
043486	1/23/2025	USA01	USA BLUEBOOK	2,191.21	V00589964	PARTS AND SUPPLIES
043487	1/30/2025	ATT04	ATT	859.96	263737909	TELEMETRY
043488	1/30/2025	BLA01	M.C.S.D. EMPLOYEE	395.75	C50130	TRAVEL ADV (MUNI CLERKS INST.)
043489	1/30/2025	FRI05	M.C.S.D EMPLOYEE	137.52	C50130	REIMBURSEMENT 01/2025
043490	1/30/2025	HEA01	HEALTH EQUITY, ATTN: CLIENT	12,750.00	C50130	HSA CONTRIBUTION
043491	1/30/2025	HEL01	DJ	550.00	C50130	DJ FOR JR HIGH DANCE
043492	1/30/2025	HUM18	HUMBOLDT AREA CHAPTER CSD	50.00	C50130	ANNUAL DUES 2025
043493	1/30/2025	MAY02	DENNIS MAYO	125.00	C50130	DIRECTORS FEES FOR 12/13/24
043494	1/30/2025	MIT03	MITYLITE INC.	12,570.10	00184462	FOLDING CHAIRS, CHAIR RACK
043495	1/30/2025	NOR35	NORTHERN HUMBOLDT	822.12	ES25-089	WEEDING AND MULCHING CENT
				1,043.12	ES25-090	GROUNDS WORK PIERSON PARK

Check Total:	1,865.24
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043496	1/30/2025	PGE04	PG&E	8.69	C50130	GAS & ELECTRIC S.L.- ZONE
043497	1/30/2025	PGE11	PGE STREETLIGHTS	22.93	C50130	GAS & ELECTRIC SEWER PUMP
043498	1/30/2025	PGE12	PGE	77.29	C50130	GAS & ELECTRIC HILLER SPORTS
043499	1/30/2025	STA09	S.W.R.C.B.	105.00	C50130	CERTIFICATION RENEWAL
043500	1/30/2025	TPX01	TPx COMMUNICATIONS	2,179.04	3999275-0	INTERNET SERVICES
043501	1/30/2025	USPO2	USPS: BMEU	2,167.38	C50130	NEWSLETTER POSTAGE
D00102	1/30/2025	BIN01	BINDER, SCOTT	250.00	C50130	DIRECTORS FEES
		BIT01	BITEMAN, JAMES	125.00	C50130	DIRECTORS FEES
		COU09	COUCH, DAVID	250.00	C50130	DIRECTORS FEES
		ORS01	ORSINI, GREG	250.00	C50130	DIRECTORS FEES
			Check Total:	875.00		

Total Disbursements, Accounts payable:	825,361.05
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Payroll Related Disbursements

20654	1/10/2025		M.C.S.D. Employees	2,293.95		SPECIAL PAYROLL 1/8/2025
20655-20691	1/10/2025		Voided Checks	(20,293.31)		Voided Checks
20692-20727	1/10/2025		M.C.S.D. Employees	20,276.15		PAYROLL 1/10/2025
20728	1/8/2025	CAL12	CalPERS 457 Plan	8,455.45	C50108	RETIREMENT
				483.75	1C50108	PERS 457 LOAN PMT
				359.46	2C50108	ROTH 457
			Check Total:	9,298.66		
20729	1/8/2025	DIR01	DIRECT DEPOSIT VENDOR- US	47,499.94	C50108	Direct Deposit
20730	1/8/2025	EMP01	Employment Development	154.27	C50103	STATE INCOME TAX
				2,479.40	C50108	STATE INCOME TAX
				42.77	1C50103	SDI
				1,180.58	1C50108	SDI
			Check Total:	3,857.02		
20731	1/8/2025	EMP02	Employment Dev Department	1,636.86	C41231	SUI
20732	1/8/2025	HEA01	HEALTH EQUITY, ATTN: CLIEN	175.00	C50108	HSA
20733	1/8/2025	HUM29	UMPQUA BANK--PAYROLL DEP.	565.09	C50103	FEDERAL INCOME TAX
				9,527.80	C50108	FEDERAL INCOME TAX
				441.96	1C50103	FICA
				12,225.82	1C50108	FICA
				103.36	2C50103	MEDICARE
				2,859.20	2C50108	MEDICARE
			Check Total:	25,723.23		
20734	1/8/2025	ACW01	CB&T/ACWA-JPIA	64,318.63	C41231	MED-DENTAL-EAP INSURANCE
20735	1/8/2025	PUB01	Public Employees PERS	29,534.02	C41231	PERS PAYROLL REMITTANCE
20735	1/8/2025	PUB01	PERS Payment Voided	(29,534.02)	C41231	Dec. PERS Payment Voided
20736	1/10/2025		M.C.S.D. Employees	943.11		SPECIAL PAYROLL 1/10/2025
20737-20782	1/24/2025		M.C.S.D. Employees	25,076.30		PAYROLL 1/15/2025
20783	1/23/2025	CAL12	CalPERS 457 Plan	8,031.85	C50122	RETIREMENT
				483.75	1C50122	PERS 457 LOAN PMT

				300.70	2C50122	ROTH 457
			Check Total:	8,816.30		
20784	1/23/2025	DIR01	DIRECT DEPOSIT VENDOR- US	45,488.93	C50122	Direct Deposit
20785	1/23/2025	EMP01	Employment Development	97.64	C50110	STATE INCOME TAX
				2,260.11	C50122	STATE INCOME TAX
				17.75	1C50110	SDI
				1,203.08	1C50122	SDI
			Check Total:	3,578.58		
20786	1/23/2025	HEA01	HEALTHEQUITY, ATTN: CLIEN	175.00	C50122	HSA
20787	1/23/2025	HUM29	UMPQUA BANK--PAYROLL DEP.	325.47	C50110	FEDERAL INCOME TAX
				9,294.47	C50122	FEDERAL INCOME TAX
				183.44	1C50110	FICA
				12,478.50	1C50122	FICA
				42.90	2C50110	MEDICARE
				2,918.34	2C50122	MEDICARE
			Check Total:	25,243.12		
			Total Disbursements, Payroll:	264,107.47		
			TOTAL CHECK DISBURSEMENTS	1,089,468.52		

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McKinleyville Community Services District

BOARD OF DIRECTORS

March 5, 2025

TYPE OF ITEM: **Action**

ITEM: D.4 **Review and Approve the Amendments to the County Lease for Sheriff's Facilities**

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

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

Recommendation:

Staff recommends that the Board review the information provided, approve the Amendment to the County Lease for Sheriff's Law Enforcement Facilities at 1608 Pickett Road, and Authorize the Board President to sign the lease upon Humboldt County Board of Supervisor Approval.

Discussion:

On January 26, 2010, the County of Humboldt entered into a Lease with MCSD for use of the premises located at 1608 Pickett Road as a law enforcement facility (**Attachment 1**). The original lease was amended on March 8, 2011 to also include the use of Sheriff's Work Alternative Program (SWAP) crews by MCSD to perform maintenance and upkeep of their facilities. The original lease expired January 31, 2015, and was renegotiated and extended to February 28, 2021. The Second Amendment to the Lease extended the terms of the lease out to February 28, 2022. The third amendment extended the lease out to February 28, 2023. The fourth amendment extend the lease out to February 28, 2024, and the fifth extended it to June 30, 2025. The Sixth Amendment to the Lease is included as **Attachment 2** and extends the lease out through June 30, 2026. The Amendment also details the lease amount annual adjustment based on the Consumer Price Index (CPI). This lease increases the rent to \$227.68/month. All other terms and conditions of the lease remain unchanged from the previous lease, including the provisions that the Sheriff will continue to provide Sheriff Work Alternative Program (SWAP) workers on a weekly basis to perform work at any district, park, facility or open space maintenance zone owned by the MCSD.

Alternatives:

Take No Action

Fiscal Analysis:

The extension of the lease with the Sheriff has no additional fiscal impacts except for a minor increase in monthly income from \$222.91/month to \$227.68/month.

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Original Lease and Previous Amendments for Law Enforcement Facility
- Attachment 2 – Sixth Amendment to LEF Lease

RECEIVED

FEB 23 2015

McK. C.S.D.



COUNTY OF HUMBOLDT
PUBLIC WORKS

Real Property Division
1106 Second Street
Eureka, CA 95501-0579

Thomas K. Mattson, Director
Ronda Kime
Senior Real Property Agent
(707) 268-2667 (707) 445-7409 fax

February 19, 2015

McKinleyville Community Services District
Attn: Jason Sehon
P.O. Box 2037
McKinleyville, CA 95519

Re: 1608 Pickett Road, Lease

Dear Jason:

Enclosed is the executed lease, in duplicate, with the County of Humboldt for the law enforcement facility at 1608 Pickett Road. Please have both originals signed and dated where designated on Page 16. Upon full execution, please return one original to me for County files.

If you have any questions, please contact me.

Sincerely,

RONDA KIME
Senior Real Property Agent

ORIGINAL

LEASE

Effective this 1st day of March 2015, the MCKINLEYVILLE COMMUNITY SERVICES DISTRICT (MCSD), herein called "Lessor," hereby leases to COUNTY OF HUMBOLDT, herein called "Lessee," the Premises located at 1608 Pickett Road, as described herein, on the following terms and conditions:

ARTICLE 1. LEASED PREMISES

Description of Premises. A description of the leased premises (herein "Premises"), located in the County of Humboldt, State of California, is described as Parcel B on Exhibit A, attached hereto, and includes that Parcel, and all improvements thereon.

ARTICLE 2. PARKING AREA USE

Non-Exclusive Parking Rights. Lessee shall have the non-exclusive right to use, consistent with the defined use of the Premises, the parking area(s), (herein called "Parking Area") described as Parcel A on Exhibit A, attached hereto.

ARTICLE 3. TERM OF LEASE

3.1 Term. This Lease shall be for a term of three (3) years commencing on March 1, 2015 ("Commencement Date"), and ending at midnight on February 28, 2018, ("Termination Date").

3.2 Renewal. At the conclusion of the term of this Lease or earlier if requested by either Lessor or Lessee, Lessor and Lessee agree to discuss and negotiate terms and conditions of a lease extension or renewal, without any express or implied obligations on the part of either to reach agreement on any such lease extension or renewal.

- 3.3 Hold Over. Should Lessee hold over and continue in possession of said Premises after expiration of the term of this Lease, Lessee's continued occupancy of said Premises shall be considered a month-to-month tenancy subject to all terms and conditions of this Lease except that Lessor may terminate Lessee's hold over tenancy upon 30 days written notice.

ARTICLE 4. RENT

- 4.1 Rent. Lessee shall pay rent to Lessor in the minimum sum of One Hundred Seventy-Three Dollars and Two Cents (\$173.02) per month throughout the term of this Lease. This amount is due and payable on the Tenth (10th) day of each month of occupancy. This monthly rent amount will be re-evaluated by Lessor and may be increased at Lessor's sole discretion annually, but in no event decreased, on February 1 of each year during the term of this Lease based on the percentage increase (if any) in the Consumer Price Index in an amount not to exceed 3% per year for all items (1982-84 =100), U.S. City Average, West Cities B-C, as published by the United States Department of Labor, Bureau of Labor Statistics (called "the index" in this Lease) for the prior calendar year. In calculating this percentage increase, the most current Index available on the date of commencement of the prior term and the most current Index available immediately preceding the date of annual adjustment during the extended term shall be used. In the event the Index is either unavailable, is no longer published, or is calculated on a significantly different basis following the date of this Lease, the most comprehensive official Index published which most closely approximates the rate of inflation shall be substituted in place of the Index. November shall be the base month for this adjustment. On adjustment of the rent in accordance with this section, LESSEE shall execute a letter stating the adjustment. In no event shall the rent be less than One Hundred Seventy Three Dollars and Two Cents (\$173.02) per month. Regardless of the CPI percentage change, the increase shall be no more than three percent (3%) annually.

4.2 Lessee shall provide a minimum of two (2) to a maximum of six (6) Sheriff's Work Alternative Program (SWAP) SWAP crew members to Lessor each week as participant levels allow. Each crew member shall work a minimum of six (6) hours for each day assigned. SWAP participants shall be assigned to Lessor and report to the Lessor's Supervisor on the day they are assigned. Lessor's staff shall maintain written records of each SWAP participant's work record and send copies of the records on a weekly basis to the Humboldt County Sheriff's Office, Custody Services Division, SWAP Supervisor, at 825 Fifth Street, Eureka CA 95501.

ARTICLE 5. USE OF PREMISES

5.1 Use. Said Premises shall, during the term of this Lease and any extensions thereof, be used as a law enforcement facility and for uses normally incident to such purposes, and for no other purpose. Said uses shall comply with all applicable zoning requirements and permit procedures.

5.2 Covenant of Continuing Use. Lessee shall not leave the Premises unoccupied or vacant, and must continuously occupy the Premises during the entire term of this Lease. Lessee shall actively conduct on the Premises the public services described herein. This provision shall not obligate the Lessee to provide 24-hour law enforcement service, but only to provide more or less day-to-day services continuously during the term of the Lease and any renewal or extension thereof, with specific hours of operation to be determined by the Lessee.

5.3 Waste or Nuisance. Lessee shall not commit or permit the commission by others of any waste on said Premises; Lessee shall not maintain, commit, or permit the maintenance or commission of any nuisance as defined in Section 3479 of the California Civil Code on said Premises; and Lessee shall not use or permit the use of said Premises for any unlawful purpose.

5.4 Compliance With Law. Lessee shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities, federal, state, county or municipal, relating to Lessee's use and occupancy of said Premises whether such statutes, ordinances, regulations, and requirements be now in force or hereinafter enacted. Lessee's obligations shall include, without limitation, all alterations and modifications of the Premises required to enable Lessee to continue its use thereof for the purposes provided in the Lease. Costs and expenses necessary for such compliance shall be the responsibility of Lessee except for necessary costs or expenses incurred in major alteration or modification of the primary structure of the Premises' building, including the foundation, walls and roof, which shall be the responsibility of Lessor, and Lessor shall be fully responsible for making alterations and modifications to the Premises which may be required as a result of changes in the law.

ARTICLE 6. UTILITIES

Payment of Utility Charges. Lessee shall pay, and hold Lessor and the property of Lessor free and harmless from all charges for the furnishing of gas, water, electricity, telephone service, other public utilities to said Premises, and for the removal of garbage and rubbish from said Premises during the term of this Lease or any extension thereof.

ARTICLE 7. ALTERATIONS AND REPAIRS

7.1 Condition of Premises at Commencement; Notice to Lessor. Lessee's taking possession of the Premises shall be conclusive evidence as against the Lessee that the Premises was in good order and satisfactory condition when the Lessee took possession. At all times during the term of this Lease or any extension thereof, Lessee agrees to give Lessor prompt notice of any defective condition in or about the Premises.

- 7.2 Maintenance by Lessor. Lessor shall, at its own cost and expense, maintain in good condition and repair the major structural elements of the Premises which are defined to constitute the foundation, walls, and roof; provided, however, that Lessee shall pay the cost and expense of any structural repairs required because of the negligence or other fault of Lessee or its employees, agents or sublessee, if any. Lessor shall be responsible for providing limited janitorial services for the Premise not to exceed two (2) hours per week, with Lessee responsible for stripping and waxing the vinyl floors twice annually, and cleaning of carpets once annually.
- 7.3 Maintenance by Lessee. Except as otherwise expressly provided in Section 7.2 of this Lease, Lessee shall at its own cost and expense keep and maintain all portions of said Premises as well as improvements of said Premises and all facilities appurtenant to said Premises in good order and repair and in as safe and clean a condition as they were when received by Lessee from Lessor, normal wear and tear excepted.
- 7.4 Maintenance of Parking Area. Lessee and Lessor will share equally in the use of the Parking Area. Lessee and Lessor will therefore share equally in the cost of maintenance of the Parking Area. Each shall bear fifty percent (50%) of the costs to maintain the Parking Area in as good condition and repair as it was in at the commencement of the lease, except that Lessee and Lessor will be separately responsible for cost and expense of any repairs required because of the negligence, wear and tear or other fault, other than normal and proper use, of themselves or their employees, agents or sublessee(s), if any.
- 7.5 Alterations and Liens. Lessee shall not make or permit any other person to make any alterations to said Premises or to any improvement thereon or facility appurtenant thereto without the written consent of Lessor first had and obtained. Lessee shall keep the Premises free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted on said Premises at the instance or request of Lessee. Furthermore,

any and all alterations, additions, improvements and fixtures, except furniture and trade fixtures, made or placed in or on said Premises by Lessee or any other person shall on expiration or sooner termination of this Lease become the property of the Lessor and remain in said Premises; provided, however, that Lessor shall have the option on expiration or sooner termination of this Lease of requiring Lessee, at Lessee's sole cost and expense, to remove any or all such alterations, additions, improvements or fixtures from said Premises.

7.6 Inspection by Lessor. Lessee shall permit Lessor or Lessor's agents, representatives, or employees to enter said Premises at all reasonable times which do not interfere with the Lessee's operation of a law enforcement facility, for the purpose of inspecting said Premises, to determine whether Lessee is complying with the terms of this Lease and for the purpose of doing other lawful acts that may be necessary to protect Lessor's interest in said Premises under this Lease or to perform Lessor's duties under this Lease.

7.7 Surrender of Premises. On expiration or sooner termination of this Lease, or any extensions or renewals of this Lease, Lessee shall promptly surrender and deliver said Premises to Lessor in as good condition as they were at the commencement of this Lease, reasonable wear and tear and repairs herein required to be made by Lessor excepted.

ARTICLE 8. INDEMNITY AND INSURANCE

8.1 Lessee Responsibility. Lessee agrees to defend, indemnify and hold Lessor and the property of Lessor, including said Premises, free and harmless from any and all claims, liability, loss, damage, or expenses resulting from Lessee's occupation and use of said Premises; specifically including, without limitation, any claim, liability, loss, or damage arising by reason of:

8.1.1 The Death or injury of any person or persons, including Lessee or any person who is an employee or agent of Lessee, or by reason of damage

to or destruction of any property, including property owned by Lessee or any person who is an employee or agent of Lessee, and caused or allegedly caused by either the condition of said Premises for which Lessee is responsible, or some act or omission of Lessee or of some agent, contractor, employee, servant, sublessee, or concessionaire of Lessee on said Premises;

8.1.2 Any work performed on said Premises or materials furnished to said Premises at the instance or request of Lessee or any agent or employee of Lessee; and

8.1.3 Lessee's failure to perform any of its obligations under this Lease.

8.2 Lessor Responsibility. Lessor agrees to defend, indemnify and hold Lessee and the property of Lessee, free and harmless from any and all claims, liability, loss, damage or expenses resulting from any condition of the Premises for which Lessor is responsible or due to any act or omission of Lessor, its agents, contractors, employees.

8.3 Liability Insurance. Lessor and Lessee shall each cause the other party to be added to the existing policies of liability insurance maintained by each party in the ordinary course of its governmental functions. Each party shall be added to the other's insurance coverage as additional insureds, and certificates evidencing the fact of such coverage shall be provided by each party to the other party prior to the Lease Commencement Date.

8.4 Lessee's Fire Insurance. In order that the business of Lessee may continue with as little interruption as possible, Lessee shall, during the full term of this Lease and any renewals or extensions thereof, maintain at Lessee's own cost and expense an insurance policy issued by a reputable company authorized to conduct insurance business in California insuring a minimum of 80% of replacement cost of all fixtures and equipment that are, at any time during the

term of this Lease or any renewal or extension thereof, in or on said Premises against damage or destruction by fire, theft, or the elements.

- 8.5 Premises' Fire Insurance. Lessor shall carry fire and extended coverage insurance, insuring the building and improvements upon the Premises. The insurance coverage will be in the amount of the full replacement value of the Premises. On said insurance coverage, Lessor and Lessee are to be jointly designated as loss payees, as their interests may appear, and the proceeds shall be utilized in accordance with the provisions of Article 10 of this Lease, as applicable.
- 8.6 Certificate of Insurance. Upon commencement of the Lease, Lessee agrees to deliver to Lessor a certificate of insurance, evidencing all insurance required to be maintained by Lessee under this Lease.
- 8.7 Waiver of Subrogation. The parties agree to release each other, and their respective authorized representatives, from any claims for damage to any person, the Premises or any improvements on the Premises, or Lessee's trade fixtures, equipment, merchandise, or personal property located on the Premises, caused by or resulting from risks insured against under any insurance policies carried by the parties pursuant to this Lease that are in force at the time of any such damage to the extent of the available insurance proceeds. Each party shall cause each insurance policy carried pursuant to this Lease by that party to be written to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by the policy.

ARTICLE 9. SIGNS AND TRADE FIXTURES

- 9.1 Installation and Removal of Trade Fixtures. Lessee shall have the right at any time and from time to time during the term of this Lease and any renewal or extension of such term, at Lessee's sole cost and expense, to install and affix

in, to, or on said Premises such items, herein called "trade fixtures" for use by Lessee as Lessee may, in its sole discretion, deem advisable. Any and all such trade fixtures that can not be removed without structural damage to said Premises or any building or improvements on said Premises shall, subject to Section 7.5 of this Lease, remain the property of Lessor and may not be removed by Lessee at any time or times prior to the expiration or sooner termination of this Lease.

9.2 Un-removed Trade Fixtures. Any trade fixtures described in this Article that are not removed from said Premises by Lessee within thirty (30) days after the expiration or sooner termination, regardless of cause, of this Lease shall be deemed abandoned by Lessee and shall automatically become the property of Lessor as owner of the real property to which they are affixed.

9.3 Signs. Lessee may not install, or permit any other person to install, any sign, awning, canopy, marquee, or other advertising on any exterior wall, door, or window of the Premises without Lessor's prior written consent. On the expiration or sooner termination of this Lease, or any extension thereof, Lessor may remove and destroy any items which were permitted to be installed according to the terms of this section unless removed as set forth in section 9.1.

ARTICLE 10. DESTRUCTION AND CONDEMNATION

10.1 Partial Destruction. If, during the term of this Lease or any renewals or extensions thereof, the Premises are totally or partially destroyed from any cause, rendering the Premises totally or partially inaccessible or unusable, Lessor shall, as conditioned herein, restore the Premises to substantially the same condition as they were in immediately before destruction if the restoration can be made under the existing laws and can be completed within one (1) year after the date of the destruction, except that Lessor shall have no obligation to restore any improvements upon the Premises unless such restoration can be accomplished with the use of insurance proceeds or other funding, not involving

use of Lessor's funds or other assets. Such destruction shall not terminate this Lease; however, Lessee shall not be responsible for Lease payments during the time the Premises is inaccessible or unusable if such impairment was not caused by the Lessee. If the restoration cannot be made in the time stated in this section, then within fifteen (15) days after the parties determine that the restoration cannot be made in the time stated in this paragraph, either party can terminate this Lease immediately by giving written notice to the other party. If either party fails to terminate this Lease and if restoration is permitted under the existing laws, including any laws limiting use of Lessor's funds to restore the Premises, Lessor shall restore the Premises within a reasonable time and this Lease shall continue in full force and effect as provided herein. If the existing laws do not permit the restoration, either party can terminate this Lease immediately by giving notice to the other party.

10.2 Insurance Proceeds. Any insurance proceeds received by Lessor because of the total or partial destruction of said Premises or the building on said Premises shall be utilized by Lessor or Lessee, as the case may be, to restore the Premises.

10.3 Lessor's Restoration. Should Lessor be required under Section 10.1 of this Lease to repair and restore said Premises to their former condition following partial or full destruction of said Premises:

10.3.1 Lessee shall not be entitled to any damages for any loss or inconvenience sustained by Lessee by reason of the making of such repairs and restoration; and

10.3.2 Lessor shall have full right to enter said Premises and take possession of so much of said Premises, including the whole of said Premises, as may be reasonably necessary to enable Lessor promptly and efficiently to carry out the work of repair and restoration.

10.4 Condemnation. Should, during the term of this Lease or any renewal or extension thereof, title and possession of all of said Premises be taken under the power of eminent domain by any public or quasi-public agency or entity, this Lease shall terminate as of the date actual physical possession of said Premises is taken by the agency or entity exercising the power of eminent domain and both Lessor and Lessee shall thereafter be released from all obligations. If a lesser portion of the Premises is taken, the Lease will terminate as to the part taken, except that if the remaining portion is not reasonably suitable for Lessee's continuing use, then Lessee shall have the option to terminate the Lease in its entirety.

10.5 Condemnation Award. Should, during the term of this Lease or any renewal or extension thereof, title and possession of all or any portion of said Premises be taken under the power or eminent domain by any public or quasi-public agency or entity, the compensation or damages for the taking shall belong to and be the sole property of the Lessor, except that Lessee shall be entitled to that portion of the compensation which represents the value of Lessee's improvements or alterations made to the Premises by Lessee in accordance with this Lease, which improvements or alterations Lessee has the right to remove from the Premises, but elects not to remove.

ARTICLE 11. DEFAULT, ASSIGNMENT AND TERMINATION

11.1 Subleasing or Assigning as Breach. Lessee shall not encumber, assign, or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in said Premises or any of the improvements that may now or hereafter be constructed or installed on said Premises without the express written consent of Lessor. Neither shall Lessee sublet said Premises or any part thereof without the prior written consent of Lessor. A consent by Lessor to one assignment, one subletting, or occupation of said Premises by another person shall not constitute consent to any such action involving others. Any encumbrance, assignment, subletting, or transfer without the prior written

consent of Lessor, whether it be voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of Lessor, terminate this Lease. The consent of Lessor to any assignment of Lessee's interest in this Lease or the subletting by Lessee of said Premises or parts of said Premises shall not be unreasonably withheld.

11.2 Default by Lessee. Lessee's failure to pay rent when due, if the failure continues for five (5) days after written notice of the failure from Lessor to Lessee, shall constitute a default. Should Lessee default in the performance of any of the covenants, conditions, or agreements contained in this Lease other than the obligation to pay rent, then Lessee shall have breached the Lease and shall be in default unless such default is cured within ten (10) days of written notice from Lessor to Lessee. In the event of any default, not cured by Lessee within the time limits herein set forth, Lessor may, reenter and regain possession of said Premises in the manner provided by the laws of unlawful detainer of the State of California then in effect. In addition, Lessor may, in the event of default by Lessee, elect to exercise any of the remedies described in California Civil Code sections 1951.2 and 1951.4.

11.3 Cumulative Remedies. The remedies given to Lessor in this Article shall not be exclusive but shall be cumulative and in addition to all remedies now or hereafter allowed by law or elsewhere provided in this Lease.

11.4 Waiver of Breach. The waiver by Lessor of any breach by Lessee of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee either of the same or another provision of this Lease.

ARTICLE 12. MISCELLANEOUS

12.1 Force majeure – Unavoidable Delays. Should the performance of any act required by this Lease to be performed by either Lessor or Lessee be prevented or delayed by reason of an act of God, strike, lockout, labor troubles, inability to

secure materials, restrictive governmental laws or regulations, or any other cause except financial inability not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused; however, should Lessee not have the financial ability to fund the maintenance and/or operation of a law enforcement facility on the Premises, the Lease can be canceled in its entirety with not less than Ninety (90) days written notice from the Lessee.

12.2 Termination Without Cause. Either party may, without cause, terminate the Lease effective the first day of July of any year upon four (4) months written notice to the other party.

12.3 Attorney's Fees. Should any litigation be commenced between the parties to this Lease concerning said Premises, this Lease or the rights and duties of either in relation thereto, the party, Lessor or Lessee, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted in the litigation, to a reasonable sum for attorney's fees in such litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

12.4 Notice. Except as otherwise expressly provided by law, any and all notices or other communications required by this Lease or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom they are directed, or in lieu of such personal service, when deposited in the United States mail, first class postage prepaid, addressed as follows:

To Lessee:

County of Humboldt
Real Property Division
1106 Second Street
Eureka, CA 95501

To Lessor:

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

Either party, Lessee, or Lessor, may change its address for the purpose of this section by giving written notice of such change to the other party in the manner provided in this section.

- 12.5 Binding On Successors. This Lease shall be binding on and shall inure to the benefit of the successors and assigns of the parties hereto, Lessor and Lessee, but nothing in this section contained shall be construed as a consent by Lessor to any assignment of this Lease or any interest therein by Lessee except as provided in Article 11 of this Lease.
- 12.6 Partial Invalidity. Should any provision of this Lease be held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this Lease shall remain in full force and effect unimpaired by the holding.
- 12.7 Sole and Only Agreement. This instrument constitutes the sole and only agreement between Lessor and Lessee respecting said Premises, the leasing of said Premises to Lessee, or the lease term herein specified, and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. Any agreements or representations respecting said Premises or their leasing by Lessor to Lessee not expressly set forth in this instrument are null and void.
- 12.8 Nuclear Free Contractor. Lessor certifies by its signature below that Lessor is not a Nuclear Weapons contractor, in that Lessor is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components

as defined by the Nuclear Free Humboldt County Ordinance. Lessor agrees to notify Lessee immediately if it becomes a nuclear weapons contractor, as defined above. Lessee may immediately terminate this (Lease if it determines that the foregoing certification is false or if Lessor becomes a nuclear weapons contractor.

12.9 Smoking. Pursuant to Humboldt County Ordinance #1993, Lessee owned, leased or occupied premises are smoke free. Lessor shall comply with the ordinance.

12.10 Library License Agreement. This Lease does not affect or supersede the license agreement for the library previously entered into between the County of Humboldt and the McKinleyville Community Services District.

12.11 Time of Essence. Time is expressly declared to be of the essence of this Lease.

12.12 Modification. This Lease may not be altered, changed, or amended except by an instrument in writing signed by Lessee and Lessor.

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Executed on February 25, 2015, at McKinleyville, Humboldt County, California.

LESSOR: MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

John W. Corbett
John W. Corbett, President MCSD Board of Directors

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

Gregory Orsini
Gregory Orsini, General Manager

LESSEE: COUNTY OF HUMBOLDT

Estelle Pennell
Chairperson, Board of Supervisors
County of Humboldt, State of California

(SEAL)

Attest:

Clerk of the Board

By Gregory Orsini

Exhibit A

LEGAL DESCRIPTION

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF HUMBOLDT, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE LANDS DEEDED TO THE COUNTY OF HUMBOLDT AS SHOWN ON THE RECORD OF SURVEY DATED AUGUST, 1992 AS RECORDED MARCH 30, 1993 IN BOOK 54 OF SURVEYS AT PAGE 2, HUMBOLDT COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 'A':

COMMENCING AT THE NORTHEAST CORNER OF SAID LANDS; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LANDS SOUTH 0°09'30" WEST 152.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE SOUTH 0°09'30" WEST 88.00 FEET; THENCE LEAVING SAID EAST LINE NORTH 89°50'30" WEST 68.00 FEET; THENCE NORTHERLY ALONG A LINE LYING WESTERLY OF, PARALLEL WITH AND 68.00 FEET DISTANT MEASURED AT RIGHT ANGLES FROM SAID EASTERLY LINE NORTH 00°09'30" EAST 88.00 FEET; THENCE SOUTH 89°50'30" EAST 68.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,984 SQUARE FEET OF LAND, MORE OR LESS

PARCEL 'B'

COMMENCING AT THE AFOREMENTIONED POINT OF BEGINNING OF SAID PARCEL 'A'; THENCE WESTERLY ALONG THE NORTH LINE OF SAID PARCEL 'A' NORTH 89°50'30" WEST 68.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE NORTHWEST CORNER OF SAID PARCEL 'A'; THENCE SOUTHERLY ALONG THE WEST LINE OF THE SAID PARCEL 'A' SOUTH 00°09'30" WEST 88.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 'A'; THENCE LEAVING SAID WEST LINE NORTH 89°50'30" WEST 150.82 FEET TO A POINT LYING ON THE WEST LINE OF SAID LANDS DEEDED TO THE COUNTY OF HUMBOLDT; THENCE NORTHERLY ALONG SAID WEST LINE THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 11.65 FEET;
 - 2) THENCE NORTH 89°50'30" WEST 0.96 FEET;
 - 3) THENCE NORTH 00°33'20" WEST 76.35 FEET;
- THENCE LEAVING SAID WEST LINE SOUTH 89°50'30" EAST 152.77 FEET TO THE POINT OF BEGINNING

CONTAINING 13,386 SQUARE FEET OF LAND, MORE OR LESS.

LEGAL DESCRIPTION PREPARED BY:

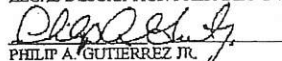

PHILIP A. GUTIERREZ JR.
L.S. 7245



EXHIBIT A C 133

AMENDMENT TO LEASE

This First Amendment to the Lease entered into on February 25, 2015, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter called LESSEE, and MCKINLEYVILLE COMMUNITY SERVICES DISTRICT (MCSD), a special district of the County of Humboldt, State of California, hereinafter called LESSOR, is entered into this 7th day of February, 2018.

WHEREAS, the parties entered into a Lease for the use of the premises at 1608 Pickett Road, McKinleyville for the purpose a law enforcement facility; and

WHEREAS, LESSEE and LESSOR desire to extend the term of the Lease until February 28, 2021; and

WHEREAS, LESSEE and LESSOR desire to adjust the rent for the extended term to reflect adjustments based on the Consumer Price Index; and

WHEREAS, California Civil Code section 1938 requires commercial property owners to state on every lease executed on or after January 1, 2017, whether or not the subject premises have undergone inspection by a Certified Access Specialist (CASp), and the parties wish to comply with this requirement;

NOW, THEREFORE, it is mutually agreed as follows:

1. Section 3.1, Term, of this Lease shall be amended to read as follows:

This Lease shall be extended for a term of three (3) years commencing on March 1, 2018 "Commencement Date," and ending at midnight on February 28, 2021, ("Termination Date").

2. Section 4.1, Rent, of this Lease shall be amended to read as follows:

LESSEE shall pay rent to LESSOR in the minimum sum of One Hundred Eighty-One Dollars and Zero Cents (\$181.00) per month throughout the term of this Lease. This amount is due and payable on the Tenth (10th) day of each month of occupancy. This monthly rent amount will be re-evaluated by LESSOR and may be increased at LESSOR'S sole discretion annually, but in no event decreased, on February 1 of each year during the term of this Lease based on the percentage increase (if any) in the Consumer Price Index (CPI) for all items (1982-84 =100), U.S. City Average, West Cities B-C, as published by the United States Department of Labor, Bureau of Labor Statistics (called "the Index" in this Lease) for the prior calendar year. In calculating this percentage increase, the most current Index available on the date of commencement of the prior term and the most current Index available immediately preceding the date of annual adjustment during the extended term shall be used. In the event the Index is either unavailable, is no longer published, or is calculated on a significantly different basis following the date of this Lease, the most comprehensive official Index published which most closely approximates the rate of inflation shall be substituted in place of the Index. November shall be the base month for this adjustment. On adjustment of the rent in accordance with this section, LESSEE shall execute a letter stating the adjustment. In no event shall the rent be less than Hundred Eighty-One Dollars and Zero Cents (\$181.00) per month. Regardless of the CPI percentage change, the increase shall

AMENDMENT TO LEASE

be no more than three percent (3%) annually.

3. Section 12.13, Premises Inspection By Certified Access Specialist, shall be added to the Lease, to read as follows:

The premises have not undergone inspection by a Certified Access Specialist.

A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

4. In all other respects, the Lease between the parties entered into on February 25, 2015, shall remain in full force and effect.

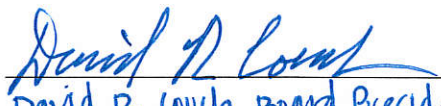
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease dated February 25, 2015, on the date indicated above.

LESSEE: COUNTY OF HUMBOLDT

**LESSOR: MCKINLEYVILLE
COMMUNITY SERVICES DISTRICT**

BY: 

CHAIR, Ryan Sundberg
BOARD OF SUPERVISORS

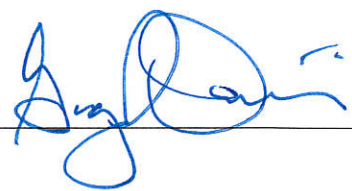
BY: 

David R. Couch, Board President


ATTEST:

TITLE: _____

(SEAL)

BY: 

TITLE: G.M.

BY: 

CLERK OF THE BOARD
Ryan Sharp, Deputy Clerk of the Board

SECOND AMENDMENT TO LEASE

This Second Amendment to the Lease entered into on March 1, 2015, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as LESSEE, and MCKINLEYVILLE COMMUNITY SERVICES DISTRICT (MCSD), a special district of the County of Humboldt, State of California, hereinafter called LESSOR, is entered into this _____ day of _____, 2021.

WHEREAS, on March 1, 2015, the parties entered into a Lease for COUNTY use of the premises at 1608 Pickett Road, McKinleyville for the purpose of a law enforcement facility; and

WHEREAS, on February 7, 2018, the parties entered into a First Amendment to Lease for LESSEE continued use of the premises; and

WHEREAS, LESSEE and LESSOR desire to extend the term of the Lease until February 28, 2022; and

WHEREAS, LESSEE and LESSOR desire to adjust the rent for the extended term.

NOW, THEREFORE, it is mutually agreed as follows:

1. Section 3.1, Term, of this Lease shall be amended to read as follows:

This Lease shall be for a term of seven (7) years commencing on March 1, 2015 ("Commencement Date") and ending at midnight on February 28, 2022 ("Termination Date").

2. Section 4.1, Rent, of this Lease shall be amended to read as follows:

LESSEE shall pay rent to the LESSOR in the amount of One Hundred Eighty-Eight Dollars and Fifty - Five Cents (\$188.55) per month throughout the term if this Lease. This amount is due and payable on the Tenth (10th) day of each month of occupancy. This amount is based on the Consumer Price Index (CPI) for all items (1982-84 = 100), U.S. City Average, West Cities B-C, as published by the United States Department of Labor, Bureau of Labor Statistics (called "the Index" in this Lease) for the prior calendar year. In calculating this percentage increase, the most current index available on the date of the commencement of the prior term and the most current Index available immediately receding the date of annual adjustment during the extended term shall be used. November shall be the base month for this adjustment. For clarity purposes, the rent is calculated as follows:

West-Size Class B/C, Nov. 2020, All Urban CPI = 161.069
West-Size Class B/C, Nov. 2018, All Urban CPI = 154.625
Difference = 161.069 - 154.625 = 6.444
% Difference = 6.444/154.625 x 100 = 4.17%

SECOND AMENDMENT TO LEASE

New Rent = \$181.00 (previous years rent) x 0.0417 + 181.00 = \$188.55 per month

3. Section 12.13, Counterparts, shall be added to read follows:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement, and any amendments hereto, for all purposes.

4. In all other respects, the Lease between the parties entered into on February 25, 2015, and its First Amendment to the Lease entered into on February 7, 2018 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Lease dated February 25, 2015 on the date indicated above.

LESSEE: COUNTY OF HUMBOLDT

**LESSOR: MCKINLEYVILLE
COMMUNITY SERVICES DISTRICT**

BY: _____

BY:  _____

NAME: _____

NAME: Dennis Mayo

TITLE: CHAIR
BOARD OF SUPERVISORS
COUNTY OF HUMBOLDT

TITLE: Board President

(SEAL)

BY: _____

ATTEST: _____

NAME: _____

NAME: RYAN SHARP

TITLE: _____

TITLE: DEPUTY CLERK OF THE
BOARD OF SUPERVISORS

THIRD AMENDMENT TO LEASE

This Third Amendment to Lease is entered into on this 15th day of February 2022, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as LESSEE, and MCKINLEYVILLE COMMUNITY SERVICES DISTRICT (MCSD), a special district of the County of Humboldt, State of California, hereinafter called LESSOR,

WHEREAS, on February 25, 2015, the parties entered into a Lease for the premises located at 1608 Pickett Road, McKinleyville, County of Humboldt for the purpose of LESSEE operating a law enforcement facility; and

WHEREAS, on February 7, 2018, the parties entered into a First Amendment to Lease for LESSEE's continued use of the premises; and

WHEREAS, on February 23, 2021, the parties entered into a Second Amendment to Lease for LESSEE's further continued use of the premises; and

WHEREAS, LESSEE and LESSOR desire to again extend the term of the Lease; and

WHEREAS, LESSEE AND LESSOR desire to also adjust the rent for the extended term;

NOW, THEREFORE, it is mutually agreed as follows:

1. Section 3.1 Term, of this Lease shall be repealed and replaced to read as follows:

This Lease shall be for a term of seven (7) years commencing on March 1, 2015 ("Commencement Date") and ending at midnight on February 28, 2023 ("Termination Date").

2. Section 4.1 Rent, of this Lease shall be amended to read as follows:

LESSEE shall pay rent to the LESSOR in the amount of Two Hundred One Dollars and Sixty Cents (\$201.60) per month after approval of this third amendment for the remainder of this Lease. This amount is due and payable on the Tenth (10th) day of each month of occupancy. This amount is based on the Consumer Price Index (CPI) for all items (1982-84 = 100), U.S. City Average, West Cities B-C, as published by the United States Department of Labor, Bureau of Labor Statistics (called "the Index" in this Lease) for the prior calendar year. In calculating this percentage increase, the most current index available on the date of the commencement of the prior term and the most current Index available immediately receding the date of annual adjustment during the extended term shall be used. November shall be the base month for this adjustment. For clarity purposes, the rent is calculated as follows:

THIRD AMENDMENT TO LEASE

West-Size Class B/C, Nov. 2021, All Urban CPI = 172.214
West-Size Class B/C, Nov. 2020, All Urban CPI = 161.069
Difference = 172.24 - 161.069 = 11.145
% Difference = 11.145/161.069 x 100 = 6.92%
Increase = \$188.55 (previous years rent) x .0692 (6.92%) = \$13.05
New Rent = \$188.55 (previous years rent) + \$13.05 = \$201.60

3. In all other respects, the Lease between the parties entered into on February 25, 2015, its First Amendment to the Lease entered into on February 7, 2018, and its Second Amendment to Lease entered into on February 23, 2021 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to the Lease on the date indicated above.

LESSEE: COUNTY OF HUMBOLDT

**LESSOR: MCKINLEYVILLE
COMMUNITY SERVICES DISTRICT**

BY: _____

BY: David Couch

NAME: _____

NAME: David Couch

TITLE: CHAIR
BOARD OF SUPERVISORS
COUNTY OF HUMBOLDT

TITLE: Board President

(SEAL)

BY: _____

ATTEST: _____

NAME: _____

NAME:

TITLE: _____

TITLE: DEPUTY CLERK OF THE
BOARD OF SUPERVISORS

**FOURTH AMENDMENT
LEASE AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
MCKINLEYVILLE COMMUNITY SERVICES DISTRICT
FOR FISCAL YEARS 2014-2015 THROUGH 2023-2024**

This Fourth Amendment to the Lease Agreement dated February 25, 2015, as amended on February 7, 2018, February 23, 2021 and February 15, 2022, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "LESSEE," and the McKinleyville Community Services District, a special district of the County of Humboldt, State of California, hereinafter referred to as "LESSOR," is entered into on this 1 day of February , 2023.

WHEREAS, on February 25, 2015, LESSEE and LESSOR entered into a Lease Agreement for the premises located at 1608 Pickett Road, McKinleyville, California for the purpose of LESSEE operating a law enforcement facility; and

WHEREAS, on February 7, 2018, LESSEE and LESSOR agreed to amend the Lease Agreement in order to extend the term thereof and increase the monthly rental payments required thereunder; and

WHEREAS, on February 23, 2021, LESSEE and LESSOR agreed to amend the Lease Agreement in order to extend the term thereof and increase the monthly rental payments required thereunder; and

WHEREAS, on February 15, 2022, LESSEE and LESSOR agreed to amend the Lease Agreement in order to extend the term thereof and increase the monthly rental payments required thereunder; and

WHEREAS, LESSEE and LESSOR now desire to once again amend the Lease Agreement in order to further extend the term thereof and increase the monthly rental payments required thereunder.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Section 3.1 – Term of the Lease Agreement is hereby amended to read as follows:

3.1 Term.

This Lease shall begin on March 1, 2015 ("Commencement Date") and shall remain in full force and effect until midnight on February 28, 2024 ("Termination Date"), unless extended by a valid amendment hereto or sooner terminated as set forth herein.

2. Section 4.1 – Rent of the Lease Agreement is hereby amended to read as follows:

4.1 Rent.

LESSEE shall pay rent to the LESSOR in the amount of Two Hundred Sixteen Dollars and Fourteen Cents (\$216.14) per month after approval of this Fourth amendment for the remainder of this Lease. This amount is due and payable on the Tenth (10th) day of each month of occupancy. This amount is based on the Consumer Price Index (CPI) for all items (1982-84 =100), U.S. City Average, West Cities B-C, as published by the United States Department of Labor, Bureau of Labor Statistics (called "the Index" in this Lease) for the prior calendar year. In calculating this percentage increase, the most current index available on the date of the commencement of the prior term and


the most current Index available immediately receding the date of annual adjustment during the extended term shall be used. November shall be the base month for this adjustment. For purposes of clarity, the rent is calculated as follows:

West-Size Class B/C, Nov. 2022, All Urban CPI = 184.626
West-Size Class B/C, Nov. 2021, All Urban CPI = 172.214
Difference = 184.626 - 172.214 = 12.412
% Difference = 12.412/172.214 x 100 = 7.21%
Increase = \$201.60 (previous years rent) x .0721 (7.21%) = \$14.54
New Rent = \$201.60 (previous years rent) + \$14.54 = \$216.14

3. Except as modified herein, the Lease Agreement dated February 25, 2015, as amended on February 7, 2018, February 23, 2021 and February 15, 2022, shall remain in full force and effect. In the event of a conflict between the provisions of this Fourth Amendment and the original Lease Agreement, or any prior amendments thereto, the provisions of this Fourth Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have entered into this Fourth Amendment as of the first date written above.

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT:

By:  _____

Date: 2/16/23 _____

Name: Gregory P. Orsini _____

Title: Board President _____

COUNTY OF HUMBOLDT:

By: _____
Steve Madrone, Chair
Humboldt County Board of Supervisors

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____
Risk Management

Date: _____

**FOURTH AMENDMENT
LEASE AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
MCKINLEYVILLE COMMUNITY SERVICES DISTRICT
FOR FISCAL YEARS 2014-2015 THROUGH 2023-2024**

This Fourth Amendment to the Lease Agreement dated February 25, 2015, as amended on February 7, 2018, February 23, 2021 and February 15, 2022, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “LESSEE,” and the McKinleyville Community Services District, a special district of the County of Humboldt, State of California, hereinafter referred to as “LESSOR,” is entered into on this _____ day of _____, 2023.

WHEREAS, on February 25, 2015, LESSEE and LESSOR entered into a Lease Agreement for the premises located at 1608 Pickett Road, McKinleyville, California for the purpose of LESSEE operating a law enforcement facility; and

WHEREAS, on February 7, 2018, LESSEE and LESSOR agreed to amend the Lease Agreement in order to extend the term thereof and increase the monthly rental payments required thereunder; and

WHEREAS, on February 23, 2021, LESSEE and LESSOR agreed to amend the Lease Agreement in order to extend the term thereof and increase the monthly rental payments required thereunder; and

WHEREAS, on February 15, 2022, LESSEE and LESSOR agreed to amend the Lease Agreement in order to extend the term thereof and increase the monthly rental payments required thereunder; and

WHEREAS, LESSEE and LESSOR now desire to once again amend the Lease Agreement in order to further extend the term thereof and increase the monthly rental payments required thereunder.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Section 3.1 – Term of the Lease Agreement is hereby amended to read as follows:

3.1 Term.

This Lease shall begin on March 1, 2015 (“Commencement Date”) and shall remain in full force and effect until midnight on February 28, 2024 (“Termination Date”), unless extended by a valid amendment hereto or sooner terminated as set forth herein.

2. Section 4.1 – Rent of the Lease Agreement is hereby amended to read as follows:

4.1 Rent.

LESSEE shall pay rent to the LESSOR in the amount of Two Hundred Sixteen Dollars and Fourteen Cents (\$216.14) per month after approval of this Fourth amendment for the remainder of this Lease. This amount is due and payable on the Tenth (10th) day of each month of occupancy. This amount is based on the Consumer Price Index (CPI) for all items (1982-84 =100), U.S. City Average, West Cities B-C, as published by the United States Department of Labor, Bureau of Labor Statistics (called “the Index” in this Lease) for the prior calendar year. In calculating this percentage increase, the most current index available on the date of the commencement of the prior term and

the most current Index available immediately receding the date of annual adjustment during the extended term shall be used. November shall be the base month for this adjustment. For purposes of clarity, the rent is calculated as follows:

West-Size Class B/C, Nov. 2022, All Urban CPI = 184.626
West-Size Class B/C, Nov. 2021, All Urban CPI = 172.214
Difference = 184.626 – 172.214 = 12.412
% Difference = 12.412/172.214 x 100 = 7.21%
Increase = \$201.60 (previous years rent) x .0721 (7.21%) = \$14.54
New Rent = \$201.60 (previous years rent) + \$14.54 = \$216.14

3. Except as modified herein, the Lease Agreement dated February 25, 2015, as amended on February 7, 2018, February 23, 2021 and February 15, 2022, shall remain in full force and effect. In the event of a conflict between the provisions of this Fourth Amendment and the original Lease Agreement, or any prior amendments thereto, the provisions of this Fourth Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have entered into this Fourth Amendment as of the first date written above.

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT:

By: _____ Date: _____
Name: _____
Title: _____

COUNTY OF HUMBOLDT:

By: _____ Date: _____
Steve Madrone, Chair
Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____ Date: _____
Risk Management

**FIFTH AMENDMENT
LEASE AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
MCKINLEYVILLE COMMUNITY SERVICES DISTRICT
FOR FISCAL YEARS 2014-2015 THROUGH 2024-2025**

This Fifth Amendment to the Lease Agreement dated February 25, 2015, as amended on February 7, 2018, February 23, 2021, February 15, 2022 and February 28, 2023, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “LESSEE,” and the McKinleyville Community Services District, a special district of the County of Humboldt, State of California, hereinafter referred to as “LESSOR,” is entered into on this _____ day of _____, 2024.

WHEREAS, on February 25, 2015, LESSEE and LESSOR entered into a Lease Agreement for the premises located at 1608 Pickett Road, McKinleyville, California for the purpose of LESSEE operating a law enforcement facility; and

WHEREAS, on February 7, 2018, LESSEE and LESSOR agreed to amend the Lease Agreement in order to extend the term thereof and increase the monthly rental payments required thereunder; and

WHEREAS, on February 23, 2021, LESSEE and LESSOR agreed to amend the Lease Agreement in order to extend the term thereof and increase the monthly rental payments required thereunder; and

WHEREAS, on February 15, 2022, LESSEE and LESSOR agreed to amend the Lease Agreement in order to extend the term thereof and increase the monthly rental payments required thereunder; and

WHEREAS, on February 28, 2023, LESSEE and LESSOR agreed to amend the Lease Agreement in order to extend the term thereof and increase the monthly rental payments required thereunder; and

WHEREAS, LESSEE and LESSOR now desire to once again amend the Lease Agreement in order to further extend the term thereof and increase the monthly rental payments required thereunder.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Section 3.1 – Term of the Lease Agreement is hereby amended to read as follows:

3.1 Term.

This Lease shall begin on March 1, 2015 (“Commencement Date”) and shall remain in full force and effect until midnight on June 30, 2025 (“Termination Date”), unless extended by a valid amendment hereto or sooner terminated as set forth herein.

2. Section 4.1 – Rent of the Lease Agreement is hereby amended to read as follows:

4.1 Rent.

LESSEE shall pay rent to the LESSOR in the amount of Two Hundred Twenty-Two Dollars and Ninety-One Cents (\$222.91) per month after approval of this Fifth Amendment for the remainder of this Lease. This amount is due and payable on the Tenth (10th) day of each month of occupancy. This amount is based on the Consumer Price Index (CPI) for all items (1982-84 =100), U.S. City Average, West Cities B-C,

as published by the United States Department of Labor, Bureau of Labor Statistics (called "the Index" in this Lease) for the prior calendar year. In calculating this percentage increase, the most current index available on the date of the commencement of the prior term and the most current Index available immediately preceding the date of annual adjustment during the extended term shall be used. November shall be the base month for this adjustment. For purposes of clarity, the rent is calculated as follows:

West-Size Class B/C, Nov. 2023, All Urban CPI = 190.409
West-Size Class B/C, Nov. 2022, All Urban CPI = 184.626
Difference = 190.409 – 184.626 = 5.783
% Difference = 5.783/184.626 x 100 = 3.13%
Increase = \$216.14 (previous years rent) x .0313 (3.13%) = \$6.77
New Rent = \$216.14 (previous years rent) + \$6.77 = \$222.91

3. Except as modified herein, the Lease Agreement dated February 25, 2015, as amended on February 7, 2018, February 23, 2021, February 15, 2022, and February 28, 2023, shall remain in full force and effect. In the event of a conflict between the provisions of this Fifth Amendment and the original Lease Agreement, or any prior amendments thereto, the provisions of this Fifth Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have entered into this Fifth Amendment as of the first date written above.

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT:

By: _____ Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____ Date: _____

Chair
Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____ Date: _____

Risk Management

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**SIXTH AMENDMENT
LEASE AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
MCKINLEYVILLE COMMUNITY SERVICES DISTRICT
FOR FISCAL YEARS 2014-2015 THROUGH 2025-2026**

This Sixth Amendment to the Lease Agreement dated February 25, 2015, as amended on February 7, 2018, February 23, 2021, February 15, 2022, February 28, 2023 and February 27, 2024, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “LESSEE,” and the McKinleyville Community Services District, a special district of the County of Humboldt, State of California, hereinafter referred to as “LESSOR,” is entered into on this ____ day of _____, 2025.

WHEREAS, on February 25, 2015, LESSEE and LESSOR entered into a Lease Agreement for use of the real property located at 1608 Pickett Road, McKinleyville, California for the purpose of operating a law enforcement facility; and

WHEREAS, on February 7, 2018, LESSEE and LESSOR agreed to amend the Lease Agreement in order to extend the term thereof and increase the monthly rental payments required thereunder; and

WHEREAS, on February 23, 2021, LESSEE and LESSOR agreed to amend the Lease Agreement in order to extend the term thereof and increase the monthly rental payments required thereunder; and

WHEREAS, on February 15, 2022, LESSEE and LESSOR agreed to amend the Lease Agreement in order to extend the term thereof and increase the monthly rental payments required thereunder; and

WHEREAS, on February 28, 2023, LESSEE and LESSOR agreed to amend the Lease Agreement in order to extend the term thereof and increase the monthly rental payments required thereunder; and

WHEREAS, on February 27, 2024, LESSEE and LESSOR agreed to amend the Lease Agreement in order to extend the term thereof and increase the monthly rental payments required thereunder; and

WHEREAS, LESSEE and LESSOR now desire to once again amend the Lease Agreement in order to further extend the term thereof and increase the monthly rental payments required thereunder.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Section 3.1 – Term of the Lease Agreement is hereby amended to read as follows:

3.1 Term.

This Lease shall begin on March 1, 2015 (“Commencement Date”) and shall remain in full force and effect until midnight on June 30, 2026 (“Termination Date”), unless extended by a valid amendment hereto or sooner terminated as set forth herein.

2. Section 4.1 – Rent of the Lease Agreement is hereby amended to read as follows:

4.1 Rent.

LESSEE shall pay rent to the LESSOR in the amount of Two Hundred Twenty-Seven Dollars and Sixty-Eight Cents (\$227.68) per month after approval of this Sixth

Amendment for the remainder of this Lease. This amount is due and payable on the Tenth (10th) day of each month of occupancy. This amount is based on the Consumer Price Index (CPI) for all items (1982-84 =100), U.S. City Average, West Cities B-C, as published by the United States Department of Labor, Bureau of Labor Statistics (called “the Index” in this Lease) for the prior calendar year. In calculating this percentage increase, the most current index available on the date of the commencement of the prior term and the most current Index available immediately preceding the date of annual adjustment during the extended term shall be used. November shall be the base month for this adjustment. For purposes of clarity, the rent is calculated as follows:

West-Size Class B/C, Nov. 2024, All Urban CPI = 194.491
West-Size Class B/C, Nov. 2023, All Urban CPI = 190.409
Difference = 194.491 – 190.409= 4.082
% Difference = 4.082/190.409 x 100 = 2.14%
Increase = \$222.91 (previous years rent) x .0214 (2.14%) = \$4.77
New Rent = \$222.91 (previous years rent) + \$2.77 = \$227.68

3. Except as modified herein, the Lease Agreement dated February 25, 2015, as amended on February 7, 2018, February 23, 2021, February 15, 2022, February 28, 2023 and February 27, 2024, shall remain in full force and effect. In the event of a conflict between the provisions of this Sixth Amendment and the original Lease Agreement, or any prior amendments thereto, the provisions of this Sixth Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have entered into this Sixth Amendment as of the first date written above.

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT:

By: _____ Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____ Date: _____

Michelle Bushnell, Chair
Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____ Date: _____

Risk Management

McKinleyville Community Services District

BOARD OF DIRECTORS

March 5, 2025

TYPE OF ITEM: **Action**

ITEM: D.5 **Review and Approve the Amendments to the County Lease for Library Facilities**

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

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

Recommendation:

Staff recommends that the Board review the information provided, approve the Amendment to the County Lease for Library Facilities at 1606 Pickett Road, and Authorize the Board President to sign the lease upon Humboldt County Board of Supervisor Approval.

Discussion:

On April 6, 2016, the County of Humboldt entered into a Lease with MCSD for use of the premises located at 1606 Pickett Road as Library Facilities (Attachment 1). The original lease was amended on May 24, 2016 and amended a second time on February 15, 2022. The Second Amendment to the Lease extended the terms of the lease until May 31, 2023; Amendment 3 extended the lease until May 31, 2024, and Amendment 4 extended the lease to June 30, 2025. Amendment 5 (Attachment 2) will extend the original lease until June 30, 2026. All other terms and conditions of the lease remain unchanged from the previous lease.

Alternatives:

Take no action.

Fiscal Analysis:

The extension of the lease with the County has no additional fiscal impacts.

Environmental Requirements:

N/A

Exhibits/Attachments:

- Attachment 1 – Original Library Lease and Prior Amendments
- Attachment 2 – Fifth Amendment to Library Lease

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COUNTY OF HUMBOLDT

AGENDA ITEM
NO. **C-17**

For the meeting of: May 24, 2016

Date: April 14, 2016

To: Board of Supervisors

From: Victor Zazueta, Director of Library Services *VZ*

Subject: Lease agreement with the McKinleyville Community Services District (MCSD)

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approves the Lease agreement with the MCSD for a term of five years for the use of its facility to provide library services to the McKinleyville community; and
2. Directs the Clerk of the Board to return one (1) original fully executed lease to Public Works-Real Property Division for transmittal to Lessor

SOURCE OF FUNDING: The facility is owned and maintained by the MCSD. The MCSD permits the use of their facility for the provision of library services to the McKinleyville community at no cost to the Humboldt County Library (HCL). The Library Fund pays for all annual operational cost. Any additional changes or modifications to the facility by the Humboldt County Library for its purposes are paid for by the Library Fund and are coordinated through Real Property with the approval of the MCSD.

DISCUSSION:

The McKinleyville branch of the HCL is located in a facility owned and maintained by the MCSD. This site is located at 1606 Pickett Road, McKinleyville. The original lease with MCSD expired on February 28, 2016. County has been occupying the space on a month-to-month basis since the expiration, while

Prepared by Victor Zazueta CAO Approval *Cheryl D. Higgins*

REVIEW: Auditor *MJM* County Counsel *Sm* Personnel _____ Risk Manager *[Signature]* Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
 Upon motion of Supervisor *Fennell* Seconded by Supervisor *Bass*
 Ayes *Sundberg, Fennell, Lovelace, Bohn, Bass*
 Nays _____
 Abstain _____
 Absent _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *May 24, 2016*
 By: *[Signature]*
 Kathy Hayes, Clerk of the Board

MCSD was finalizing the updating of clauses contained in the lease. The County Library continues to occupy this site for its services. In addition, over the past five years this site has become a lively branch library with a very active and dedicated Friends of the Library group.

FINANCIAL IMPACT:

Approving this new lease agreement with the MCSD supports the Board's Strategic Plan for providing appropriate levels of service to the community.

OTHER AGENCY INVOLVEMENT:

Public Works-Real Property Division

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Board's discretion.

ATTACHMENTS:

Attachment 1: Lease agreement.

LEASE

Effective this 6th of April 2016, the MCKINLEYVILLE COMMUNITY SERVICES DISTRICT (MCSD), herein called "Lessor," hereby leases to COUNTY OF HUMBOLDT, herein called "Lessee," the Premises located at 1606 Pickett Road, as described herein, on the following terms and conditions:

ARTICLE 1. LEASED PREMISES

- 1.1 Description of Premises. The leased premises (herein "Premises"), is located in McKinleyville, County of Humboldt, State of California, and constitutes the Library site described on Exhibits A & B, attached hereto, and includes that real property and all improvements thereon. Attached, as Exhibit C is a diagram of the Conference Room (the "Conference Room").

ARTICLE 2. PARKING AREA USE

- 2.1 Non-Exclusive Parking Rights. Lessee shall have the non-exclusive right to use, consistent with the defined use of the Premises, the parking area(s), (herein called "Parking Area") described as Library site on Exhibit B, attached hereto.

ARTICLE 3. TERM OF LEASE

- 3.1 Term. This Lease shall be for a term of five (5) years commencing upon approval of both the Board of Directors of Lessor and the Board of Supervisors for Lessee ("Commencement Date"), and ending at midnight on May 31, 2021, ("Termination Date"). This Lease completely replaces and supersedes the current existing lease agreement dated March 16, 2011, in its entirety.
- 3.2 Hold Over. Should Lessee hold over and continue in possession of said Premises after expiration of the term of this Lease, Lessee's continued occupancy of said Premises shall be considered a month-to-month tenancy subject to all terms and conditions of this Lease.

ARTICLE 4. CONSIDERATION

- 4.1 Consideration. In consideration for use of said Premises Lessee shall provide library services to the public. This Lease is contingent upon Lessee obtaining and maintaining funding. In the event Lessee does not receive sufficient funding to operate the library, Lessee may terminate this Lease upon provision of ninety (90) days written notice to Lessor. Lessee's failure to remain open to the public, for a

continuous period of sixty (60) days, shall be deemed an event of default under this Lease.

ARTICLE 5. USE OF PREMISES

- 5.1 Use. Said Premises shall, during the term of this Lease and any extensions thereof, be used to provide public library services to area residents and for no other purpose without the prior written permission from Lessor, which can be freely withheld in Lessor's discretion. Lessee shall be responsible for staffing the library, providing furniture, office equipment and materials, which shall all remain Lessee property. Ownership of all donated furniture, equipment, fixtures and other personal property shall, at all times, remain vested in the party to whom the donation was made (be it Lessor or Lessee) as designated by the donor.

Lessee shall determine the size of the collection and the hours of services offered in said Library at the Premises. The McKinleyville Library shall be treated in the same manner as the other County Library branches, receiving an equitable share of the County library resources based upon population served, resources available, and local demand for service.

Lessee is responsible to comply with all applicable permit requirements. Conditional use of the Conference Room is further described in Exhibit D.

- 5.2 Waste or Nuisance. Lessee shall not commit or permit the commission by others of any waste on said Premises; Lessee shall not maintain, commit, or permit the maintenance or commission of any nuisance as defined in Section 3479 of the California Civil Code on said Premises; and Lessee shall not use or permit the use of said Premises for any unlawful purpose.
- 5.3 Compliance With Law. Lessee shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities, federal, state, county or municipal, relating to Lessee's use and occupancy of said Premises whether such statutes, ordinances, regulations, and requirements be now in force or hereinafter enacted. Lessee's obligations shall include, without limitation, all alterations and modifications of the Premises required to enable Lessee to continue its use thereof for the purposes provided in the Lease. Costs and expenses necessary for such compliance shall be the responsibility of Lessee except for necessary costs or expenses incurred in major alteration or modification of the primary structure of the Premises' building, including ADA compliance issues, foundation, walls, flooring, HVAC system, plumbing, roof, landscaping, and parking lot, which shall be the responsibility of Lessor, and Lessor shall be fully responsible for making alterations and modifications to the Premises which may be required as a result of changes in the law.

ARTICLE 6. UTILITIES

- 6.1 Payment of Utility Charges. Lessee shall pay, and hold Lessor and the property of Lessor free and harmless from all charges for the furnishing of gas, water, electricity, telephone service, internet, and/or other public utilities to said Premises, and for the removal and disposal of garbage and rubbish from said Premises during the term of this Lease or any extension thereof.

ARTICLE 7. ALTERATIONS AND REPAIRS

- 7.1 Condition of Premises at Commencement; Notice to Lessor. Lessee's taking possession of the Premises shall be conclusive evidence as against the Lessee that the Premises was in good order and satisfactory condition when the Lessee took possession. At all times during the term of this Lease or any extension thereof, Lessee agrees to give Lessor prompt notice of any defective condition in or about the Premises.
- 7.2 Maintenance by Lessor. Lessor shall, at its own cost and expense, maintain in good condition and repair the major structural elements of the Premises which are defined to constitute the foundation, walls, windows, flooring, plumbing, HVAC system, roof, landscaping, and parking lot; provided, however, that Lessee shall pay the cost and expense of any structural repairs required because of the negligence or other fault of Lessee or its employees, agents or sublessee (if any sublessee is later permitted pursuant to the terms of this Lease). Lessor shall be responsible for providing limited janitorial services for the Premises not to exceed four (4) hours per week.
- 7.3 Maintenance by Lessee. Except as otherwise expressly provided in Section 7.2 of this Lease, Lessee shall at its own cost and expense keep and maintain all portions of said Premises as well as improvements of said Premises and all facilities appurtenant to said Premises in good order and repair and in as safe and clean a condition as they were when received by Lessee from Lessor, normal wear and tear excepted.
- 7.4 Alterations and Liens. Lessee shall not make or permit any other person to make any alterations to said Premises or to any improvement thereon or facility appurtenant thereto without first obtaining prior written consent of Lessor. Lessee shall keep the Premises free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted on said Premises at the instance or request of Lessee. Furthermore, any and all alterations, additions, improvements and fixtures, except furniture and trade fixtures, made or placed in or on said Premises by Lessee or any other person shall on expiration or sooner termination of this Lease become the property of the Lessor and remain in said Premises; provided, however, that Lessor shall have the option on

expiration or sooner termination of this Lease of requiring Lessee, at Lessee's sole cost and expense, to remove any or all such alterations, additions, improvements or fixtures from said Premises.

- 7.5 Inspection by Lessor. Lessee shall permit Lessor or Lessor's agents, representatives, or employees to enter said Premises at all reasonable times which do not interfere with the Lessee's operation of a library, for the purpose of inspecting said Premises, to determine whether Lessee is complying with the terms of this Lease and for the purpose of doing other lawful acts that may be necessary to protect Lessor's interest in said Premises under this Lease or to perform Lessor's duties under this Lease.
- 7.6 Surrender of Premises. On expiration or sooner termination of this Lease, or any extensions or renewals of this Lease, Lessee shall promptly surrender and deliver said Premises to Lessor in as good condition as they were at the commencement of this Lease, reasonable wear and tear and repairs herein required to be made by Lessor excepted.

ARTICLE 8. HOLD HARMLESS/INDEMNIFICATION

- 8.1 Lessor's Hold Harmless/Indemnification. Lessor shall indemnify, defend and hold harmless Lessee and Lessee's officers, officials, employees, and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorneys' fees, arising out of the negligent or willful acts of misconduct or omissions of Lessor (either directly or through or by Lessor's officers, agents or employees) in connection with Lessor's duties and obligations under this Lease and any amendments hereto, except such loss or damage which was caused by the negligence or willful misconduct of the Lessee (either directly or through or by Lessee's officers, agents or employees).
- 8.2 Lessee's Hold Harmless/Indemnification. Lessee shall indemnify, defend and hold harmless Lessor and Lessor's officers, officials, employees, and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorneys' fees, arising out of the negligent or willful acts of misconduct or omissions of Lessee (either directly or through or by Lessee's officers, agents or employees) in connection with Lessee's duties and obligations under this Lease and any amendments hereto, except such loss or damage which was caused by the negligence or willful misconduct of the Lessor (either directly or through or by Lessee's officers, agents or employees).
- 8.3 Acceptance of insurance, if required by this Lease, does not relieve Lessor or Lessee from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by the parties' operations regardless if any insurance is applicable or not.

ARTICLE 9. LESSOR'S INSURANCE

- 9.1 Lessor's Insurance. This Lease shall not be executed by Lessee unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.
- 9.1.1 Without limiting Lessor's indemnification provided for herein, during the course of rendering any repairs to the Premises Lessor shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Lease and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Lessor, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors.
- 9.1.2 Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$1,000,000 for any one incident, including personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.
- 9.1.3 Lessor is responsible for providing "All-Risk" Property Insurance for this location.
- 9.1.4 If required by California law, and in accordance with the statutory limits set forth therein. Said policy shall contain or be endorsed to contain a waiver of subrogation against Lessee, its officers, agents, and employees.

ARTICLE 10. LESSEE'S INSURANCE

- 10.1 Lessee's Insurance. Without limiting Lessee's indemnification provided herein, Lessee shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Lease and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Lessee, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors.

- 10.1.1 Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$1,000,000 per occurrence for any one incident, including personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.
- 10.1.2 Lessee is responsible for providing an "All-Risk" Property Insurance for the contents of the property at this location.
- 10.1.3 Lessee certifies that Lessee is aware of the provisions of Section 3700 of the California Labor Code and Lessee will comply with such provisions in connection with any work performed on the premises. Any persons providing services with or on behalf of Lessee shall be covered by workers' compensation (or qualified self-insurance).

ARTICLE 11. SPECIAL INSURANCE REQUIREMENTS

Said policies shall unless otherwise specified herein be endorsed with the following provisions:

11.1 Lessor

- 11.1.1 The Comprehensive General Liability Policy shall provide that the Lessee, its officers, officials, employees, and volunteers are covered as additional insured for liability arising out of the operations performed by or on behalf of Lessee. The coverage shall contain no special limitations on the scope of protection afforded to the Lessee, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards".
 - c. Is primary insurance as regards to County of Humboldt.
 - d. Does not contain a pro-rata, excess only, and /or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insured's clause.
 - f. Shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to Lessee and in accordance with the Notice provisions set forth under Section 15.3. It is further understood that Lessor shall not terminate such coverage until it provides Lessee with proof satisfactory to Lessee that equal or better insurance has been secured and is in place.

g. Is primary coverage to Lessee, and insurance or self-insurance programs maintained by Lessee are excess to Lessor's insurance and will not be called upon to contribute with it.

11.1.2 Lessor shall furnish Lessee with certificates and original endorsements affecting the required coverage prior to execution of this Lease by the Lessee's Risk Manager or County Counsel. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved by Lessee. If Lessor does not keep all required policies in full force and effect, Lessee may, in addition to other remedies under this Lease, take out the necessary insurance, and Lessor agrees to pay the cost of said insurance. Lessee is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to Lessor under this Lease.

11.1.3 Lessee is to be notified immediately if twenty-five (25%) or more of any required insurance aggregate limit is encumbered and Lessor shall be required to purchase additional coverage to meet the aggregate limits set forth above.

11.2 Lessee

11.2.1 The Comprehensive General Liability Policy shall provide that the Lessor, its officers, officials, employees, and volunteers are covered as additional insured for liability arising out of the operations performed by or on behalf of Lessee. The coverage shall contain no special limitations on the scope of protection afforded to the Lessor, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability
- b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards".
- c. Contains a cross liability, severability of interest or separation of insured's clause.
- d. The policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to Lessor and in accordance with the Notice provisions set forth under Section 15.3. It is further understood that Lessee shall not terminate such coverage until it provides Lessor with proof satisfactory to Lessor that equal or better insurance has been secured and is in place.
- e. Lessee shall furnish Lessor with certificates and original endorsements affecting the required coverage of this Lease by Lessor.

11.3 Lessee and Lessor

11.3.1 The Lessee and Lessor agree that insurance carried or required to be carried by either of them against loss or damage to property by fire, flood,

earthquake, acts of terrorism, acts of war or other casualty shall contain a clause whereby the insurer waives its right to subrogation against the other party, its elected officials, directors, employees, volunteers, and agents and each party shall indemnify the other against any loss or expense, including reasonable attorneys' fees resulting from the failure to obtain such waiver.

11.3.2 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 insurer's liability.

11.3.3 Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to Lessor, Lessee, their officers, officials, employees, and volunteers.

ARTICLE 12. SIGNS AND TRADE FIXTURES

- 12.1 Installation and Removal of Trade Fixtures. Lessee shall have the right at any time and from time to time during the term of this Lease and any renewal or extension of such term, at Lessee's sole cost and expense, to install and affix in, to, or on said Premises such items, herein called "trade fixtures" for use by Lessee as Lessee may, in its sole discretion, deem advisable. Any and all such trade fixtures that may cause structural damage upon removal must be approved by Lessor prior to installation. Any and all trade fixtures that cannot be removed without structural damage to said Premises or any building or improvements on said Premises shall, subject to Section 12.2 of this Lease, remain the property of Lessor and may not be removed by Lessee at any time or times prior to the expiration or sooner termination of this Lease.
- 12.2 Un-removed Trade Fixtures. Any trade fixtures described in this Article that are not removed from said Premises by Lessee within thirty (30) days after the expiration or sooner termination, regardless of cause, of this Lease shall be deemed abandoned by Lessee and shall automatically become the property of Lessor as owner of the real property to which they are affixed.
- 12.3 Signs. Lessee may not install, or permit any other person to install, any sign, awning, canopy, marquee, or other advertising on any exterior wall, door, or window of the Premises without Lessor's (General Manager) prior written consent. On the expiration or sooner termination of this Lease, or any extension thereof, Lessor may remove and destroy any items which were permitted to be installed according to the terms of this section unless removed as set forth in Section 12.1.

ARTICLE 13. DESTRUCTION AND CONDEMNATION

- 13.1 Partial Destruction. If, during the term of this Lease or any renewals or extensions thereof, the Premises are totally or partially destroyed from any cause, rendering the Premises totally or partially inaccessible or unusable, Lessor shall, as conditioned herein, restore the Premises to substantially the same condition as they were in immediately before destruction if the restoration can be made under the existing laws and can be completed within two (2) years after the date of the destruction, except that Lessor shall have no obligation to restore any improvements upon the Premises unless such restoration can be accomplished with the use of insurance proceeds or other funding, not involving use of Lessor's funds or other assets. Such destruction shall not terminate this Lease. If the restoration cannot be made in the time stated in this section, then within fifteen (15) days after the parties determine that the restoration cannot be made in the time stated in this paragraph, either party can terminate this Lease immediately by giving written notice to the other party. If either party fails to terminate this Lease and if restoration is permitted under the existing laws, including any laws limiting use of Lessor's funds to restore the Premises, Lessor shall restore the Premises within a reasonable time and this Lease shall continue in full force and effect as provided herein. If the existing laws do not permit the restoration, either party can terminate this Lease immediately by giving notice to the other party.
- 13.2 Insurance Proceeds. Any insurance proceeds received by Lessor because of the total or partial destruction of said Premises or the building on said Premises shall be utilized by Lessor or Lessee, as the case may be, to restore the Premises.
- 13.3 Lessor's Restoration. Should Lessor be required under Section 13.1 of this Lease to repair and restore said Premises to their former condition following partial or full destruction of said Premises:
- 13.1.1 Lessee shall not be entitled to any damages for any loss or inconvenience sustained by Lessee by reason of the making of such repairs and restoration; and
- 13.1.2 Lessor shall have full right to enter said Premises and take possession of so much of said Premises, including the whole of said Premises, as may be reasonably necessary to enable Lessor promptly and efficiently to carry out the work of repair and restoration.
- 13.4 Condemnation. Should, during the term of this Lease or any renewal or extension thereof, title and possession of all of said Premises be taken under the power of eminent domain by any public or quasi-public agency or entity, this Lease shall terminate as of the date actual physical possession of said Premises is taken by the agency or entity exercising the power of eminent domain and both Lessor and Lessee shall thereafter be released from all obligations. If a lesser portion of the Premises is taken, the Lease will terminate as to the part taken, except that if the

remaining portion is not reasonably suitable for Lessee's continuing use, then Lessee shall have the option to terminate the Lease in its entirety.

- 13.5 Condemnation Award. Should, during the term of this Lease or any renewal or extension thereof, title and possession of all or any portion of said Premises be taken under the power or eminent domain by any public or quasi-public agency or entity, the compensation or damages for the taking shall belong to and be the sole property of the Lessor, except that Lessee shall be entitled to that portion of the compensation which represents the value of Lessee's improvements or alterations made to the Premises by Lessee in accordance with this Lease, which improvements or alterations Lessee has the right to remove from the Premises, but elects not to remove.

ARTICLE 14. DEFAULT, ASSIGNMENT AND TERMINATION

- 14.1 Subleasing or Assigning as Breach. Lessee shall not encumber, assign, or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in said Premises or any of the improvements that may now or hereafter be constructed or installed on said Premises without the prior express written consent of Lessor, which may be withheld in Lessor's complete and absolute discretion. Neither shall Lessee sublet said Premises or any part thereof without the prior written consent of Lessor, which may be withheld in Lessor's complete and absolute discretion. A consent by Lessor to one assignment, one subletting, or occupation of said Premises by another person shall not constitute consent to any such action involving others. Any encumbrance, assignment, subletting, or transfer without the prior written consent of Lessor, whether it be voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of Lessor, terminate this Lease.
- 14.2 Default by Lessee. Should Lessee default in the performance of any of the covenants, conditions, or agreements contained in this Lease, then Lessee shall have breached the Lease and shall be in default unless such default is cured within ten (10) days of written notice from Lessor to Lessee. In the event of any default, not cured by Lessee within the time limits herein set forth, Lessor may, reenter and regain possession of said Premises in the manner provided by the laws of unlawful detainer of the State of California then in effect. In addition, Lessor may, in the event of default by Lessee, elect to exercise any of the remedies described in California Civil Code sections 1951.2 and 1951.4.
- 14.3 Cumulative Remedies. The remedies given to Lessor in this Article shall not be exclusive but shall be cumulative and in addition to all remedies now or hereafter allowed by law or elsewhere provided in this Lease.

- 14.4 Waiver of Breach. The waiver by Lessor of any breach by Lessee of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee either of the same or another provision of this Lease.
- 14.5 Termination by Lessee. Lessee reserves the right to terminate this Lease without cause, upon provision of ninety (90) days written notice to Lessor.

ARTICLE 15. MISCELLANEOUS

- 15.1 Force majeure – Unavoidable Delays. Should the performance of any act required by this Lease to be performed by either Lessor or Lessee be prevented or delayed by reason of an act of God, strike, lockout, labor troubles, inability to secure materials, restrictive governmental laws or regulations, or any other cause except financial inability not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused.
- 15.2 Attorney's Fees. Should any litigation be commenced between the parties to this Lease concerning said Premises, this Lease or the rights and duties of either in relation thereto, the party, Lessor or Lessee, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted in the litigation, to a reasonable sum for attorney's fees in such litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.
- 15.3 Notice. Except as otherwise expressly provided by law, any and all notices or other communications required by this Lease or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom they are directed, or in lieu of such personal service, when deposited in the United States mail, first class postage prepaid, addressed as follows:

To Lessee:

County of Humboldt
Real Property Division
1106 Second Street
Eureka, CA 95501

To Lessor:

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

Insurance Notices:

County of Humboldt
Attn: Risk Manager
825 Fifth Street, Room 131
Eureka, CA 95501

Either party, Lessee, or Lessor, may change its address for the purpose of this section by giving written notice of such change to the other party in the manner provided in this section.

- 15.4 Binding On Successors. This Lease shall be binding on and shall inure to the benefit of the successors and assigns of the parties hereto, Lessor and Lessee, but nothing in this section contained shall be construed as a consent by Lessor to any assignment of this Lease or any interest therein by Lessee except as provided in Article 14 of this Lease.
- 15.5 Partial Invalidity. Should any provision of this Lease be held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this Lease shall remain in full force and effect unimpaired by the holding.
- 15.6 Sole and Only Agreement. This instrument constitutes the sole and only agreement between Lessor and Lessee respecting said Premises, the leasing of said Premises to Lessee, or the lease term herein specified, and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. Any agreements or representations respecting said Premises or their leasing by Lessor to Lessee not expressly set forth in this instrument are null and void.
- 15.7 Nuclear Free Contractor. Lessor certifies by its signature below that Lessor is not a Nuclear Weapons contractor, in that Lessor is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. Lessor agrees to notify Lessee immediately if it becomes a nuclear weapons contractor, as defined above. Lessee may immediately terminate this Lease if it determines that the foregoing certification is false or if Lessor becomes a nuclear weapons contractor.
- 15.8 Smoking. Pursuant to Humboldt County Code Section No. 971-1 et seq., Lessee owned, leased or occupied premises are smoke free. Lessor shall comply with the ordinance.

- 15.9 Time of Essence. Time is expressly declared to be of the essence of this Lease.
- 15.10 Modification. This Lease may not be altered, changed, or amended except by an instrument in writing signed by Lessee and Lessor.
- 15.11 Lessor Not Officer, Employee, Or Agent of County. While engaged in carrying out and complying with the terms and conditions of this Lease, the relationship of the parties shall be that of independent contractor and neither party shall be considered to be an officer, employee, or agent of the other party.
- 15.12 Jurisdiction and Applicable Laws. This Lease shall be construed under the laws of the State of California. Any dispute arising hereunder or relating to this Lease shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure §§ 394 and 395.

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Executed on April 6, 2016, at McKinleyville Humboldt County, California.

LESSOR: MCKINLEYVILLE COMMUNITY SERVICES DISTRICT
George Wheeler
George Wheeler, President MCSD Board of Directors

INSURANCE CERTIFICATES REVIEWED AND APPROVED
BY Colt Frank
Finance Director

LESSEE: COUNTY OF HUMBOLDT

(SEAL)
ATTEST:
CLERK OF THE BOARD
BY Air Huntwell

APPROVED AS TO FORM:
COUNTY COUNSEL
BY N/A
DEPUTY

INSURANCE CERTIFICATES
REVIEWED AND APPROVED
BY K. K. Gaudin
RISK MANAGER

COUNTY OF HUMBOLDT
BY Mark Lamb
CHAIRPERSON,
BOARD OF SUPERVISORS
COUNTY OF HUMBOLDT
STATE OF CALIFORNIA

LEGAL DESCRIPTION

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF HUMBOLDT, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE LANDS DEEDED TO THE COUNTY OF HUMBOLDT AS SHOWN ON THE RECORD OF SURVEY DATED AUGUST, 1992 AS RECORDED MARCH 30, 1993 IN BOOK 54 OF SURVEYS AT PAGE 2, HUMBOLDT COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 'A':

COMMENCING AT THE NORTHEAST CORNER OF SAID LANDS; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LANDS SOUTH 0°09'30" WEST 152.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE SOUTH 0°09'30" WEST 88.00 FEET; THENCE LEAVING SAID EAST LINE NORTH 89°50'30" WEST 68.00 FEET; THENCE NORTHERLY ALONG A LINE LYING WESTERLY OF, PARALLEL WITH AND 68.00 FEET DISTANT MEASURED AT RIGHT ANGLES FROM SAID EASTERLY LINE NORTH 00°09'30" EAST 88.00 FEET; THENCE SOUTH 89°50'30" EAST 68.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,984 SQUARE FEET OF LAND, MORE OR LESS

PARCEL 'B'

COMMENCING AT THE AFOREMENTIONED POINT OF BEGINNING OF SAID PARCEL 'A'; THENCE WESTERLY ALONG THE NORTH LINE OF SAID PARCEL 'A' NORTH 89°50'30" WEST 68.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE NORTHWEST CORNER OF SAID PARCEL 'A'; THENCE SOUTHERLY ALONG THE WEST LINE OF THE SAID PARCEL 'A' SOUTH 00°09'30" WEST 88.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 'A'; THENCE LEAVING SAID WEST LINE NORTH 89°50'30" WEST 150.82 FEET TO A POINT LYING ON THE WEST LINE OF SAID LANDS DEEDED TO THE COUNTY OF HUMBOLDT; THENCE NORTHERLY ALONG SAID WEST LINE THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 11.65 FEET;
 - 2) THENCE NORTH 89°50'30" WEST 0.96 FEET;
 - 3) THENCE NORTH 00°33'20" WEST 76.35 FEET;
- THENCE LEAVING SAID WEST LINE SOUTH 89°50'30" EAST 152.77 FEET TO THE POINT OF BEGINNING

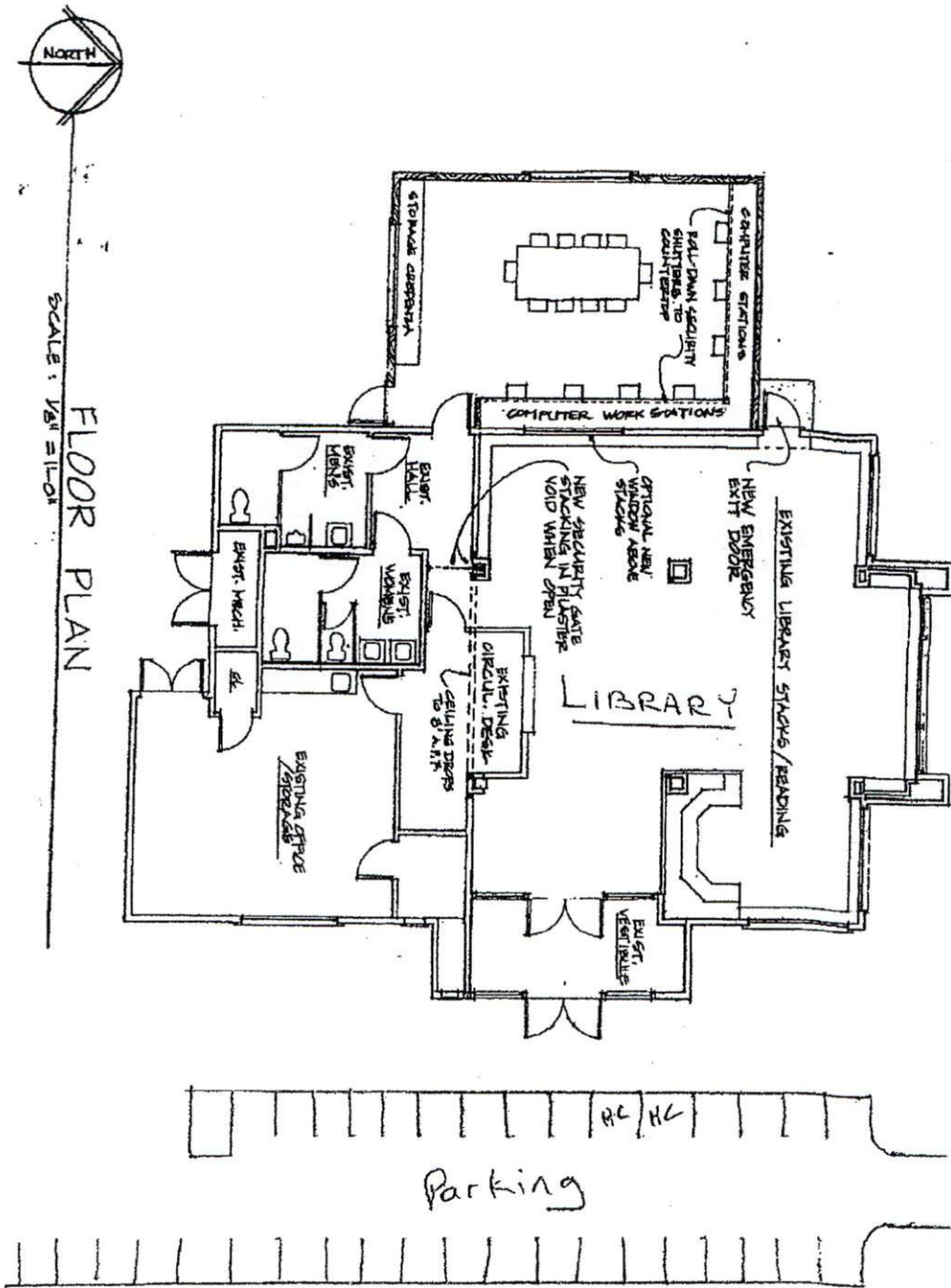
CONTAINING 13,386 SQUARE FEET OF LAND, MORE OR LESS.

LEGAL DESCRIPTION PREPARED BY:

Philip A. Gutierrez Jr.
PHILIP A. GUTIERREZ JR.
L.S. 7245



EXHIBIT A C 133



720 square foot Conference Room

Computer stations, WiFi, conference table, projector & screen

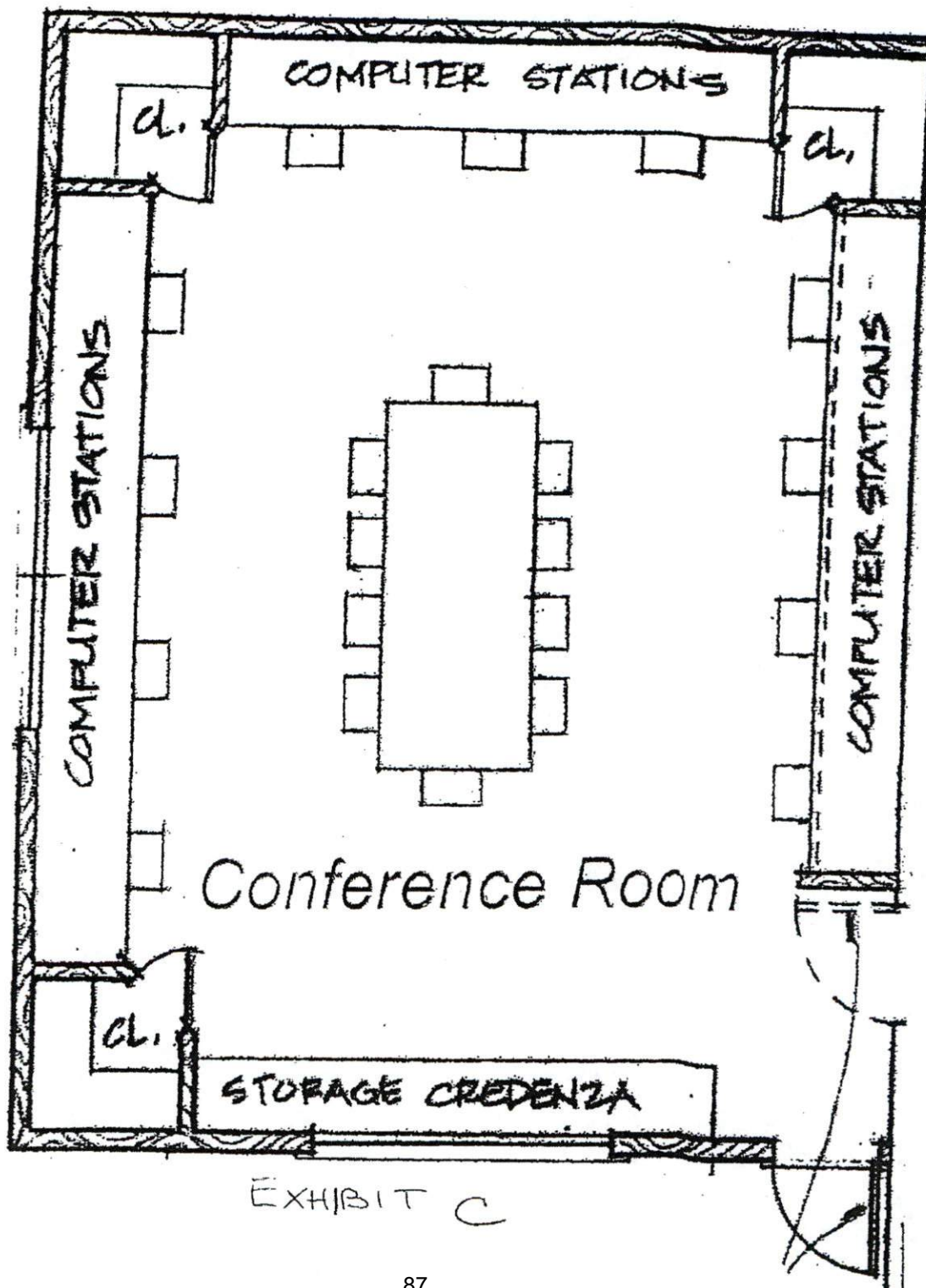


EXHIBIT D

McKINLEYVILLE LIBRARY Schedule for Use of Conference Room

1. The Lessee shall have exclusive use of the Conference Room located in the McKinleyville Library as follows:

Regular Library Hours:

Mondays	No usage		
Tuesdays	12:00 noon	to	5:00 pm
Wednesdays	12:00 noon	to	8:00 pm
Thursdays	10:00 am	to	5:00 pm
Fridays	12:00 noon	to	5:00 pm
Saturdays	10:00 am	to	5:00 pm
Sundays	No usage		

2. Lessor shall have exclusive use during all other times outside of regular library business hours as described in #1 above.
3. Lessor shall be responsible for keeping a schedule in the District Office.
4. Lessee may reserve Conference Room outside of the allotted exclusive use hours as written in #1 above with the following conditions:
 - a. Lessee may not collect fees for use of Conference Room outside of regular business hours. Lessee must gain prior approval from Lessor and agrees to inform Lessor of scheduled or ongoing use so Lessor may include such events on the Conference Room Facility use calendar. However, if Lessor, a Lessor-approved vendor, special event, or recreation program require use of the Conference Room during those times, except times granted to Lessee in #1 above, such use shall have priority over use of the Conference Room. Lessor shall give a minimum of three days notice to Lessee. Furthermore, Lessee agrees to reschedule, move, or make alternative arrangements for any cancellation resulting from such use at no cost to Lessor.
5. Lessor may reserve Conference Room during regular library business hours as written in #1 above with the following conditions:
 - a. Lessor shall give a minimum of three (3) days notice to Lessee
 - b. Lessor's use of Conference Room shall not interfere with Lessee's use of the remainder of the leased premises.
6. Acknowledging that the participants in Lessee's programs are a viable and important part of the community, Lessor shall consider, respect, and adhere to Lessee's scheduled and ongoing use of the Conference Room when scheduling and planning activities for the community. Furthermore, Lessor agrees that all such scheduling of the Conference Room for Lessor's recreation programs shall result in consultation with the McKinleyville Library Branch Manager and District's Parks and Recreation Director.

FIRST AMENDMENT TO LEASE

This First Amendment to the Lease entered into on May 24, 2016, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as LESSEE, and MCKINLEYVILLE COMMUNITY SERVICES DISTRICT (MCSD), a special district of the County of Humboldt, State of California, hereinafter called LESSOR, is entered into this 23 day of February, 2021.

WHEREAS, on May 24, 2016, the parties entered into a Lease for COUNTY use of the premises at 1606 Pickett Road, McKinleyville for the purpose as a public library; and

WHEREAS, LESSEE and LESSOR desire to extend the term of the Lease until May 31, 2022; and

WHEREAS, LESSEE and LESSOR desire to adjust the rent term for the extended term.

NOW, THEREFORE, it is mutually agreed as follows:

1. Section 3.1, Term, of this Lease shall be amended to read as follows:

This Lease shall be for a term of six (6) years commencing upon approval of both the Board of Directors of Lessor and the Board of Supervisors for Lessee ("Commencement Date") and ending at midnight on May 31, 2022 ("Termination Date"). This Lease completely replaces and supersedes the current existing lease agreement dated March 16, 2011, in its entirety.

2. Section 15.13, Counterparts, shall be added to read as follows:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement, and any amendments hereto, for all purposes.

3. In all other respects, the Lease between the parties entered into on May 24, 2016 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Lease dated May 24, 2016 on the date indicated above.

LESSEE: COUNTY OF HUMBOLDT

**LESSOR: MCKINLEYVILLE
COMMUNITY SERVICES DISTRICT**

BY: Vernice Barr

FIRST AMENDMENT TO LEASE

NAME: Virginia Bass

TITLE: CHAIR
BOARD OF SUPERVISORS
COUNTY OF HUMBOLDT

(SEAL)

ATTEST: 
NAME: RYAN SHARP

TITLE: DEPUTY CLERK OF THE
BOARD OF SUPERVISORS

BY: 

NAME: Dennis Mayo

TITLE: Board President

BY: _____

NAME: _____

TITLE: _____

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease is entered into on this 15th day of February 2022, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as LESSEE, and MCKINLEYVILLE COMMUNITY SERVICES DISTRICT (MCSD), a special district of the County of Humboldt, State of California, hereinafter called LESSOR,

WHEREAS, on April 6, 2016, the parties entered into a Lease for LESSEE's use of the premises at 1606 Pickett Road, McKinleyville as a public library; and

WHEREAS, on February 23, 2021, the parties entered into a First Amendment to Lease for LESSEE's continued use of the premises; and

WHEREAS, LESSEE and LESSOR desire to extend the term of the Lease for another year.

NOW, THEREFORE, it is mutually agreed as follows:

1. Section 3.1 Term, of this Lease shall be repealed and replaced to read as follows:

This Lease shall be for a term of seven (7) years commencing upon approval of both the Board of Directors of LESSOR and the Board of Supervisors for LESSEE ("Commencement Date") and ending at midnight on May 31, 2023 ("Termination Date").

2. In all other respects, the Lease between the parties entered into on April 6, 2016, and its First Amendment to the Lease entered into on February 23, 2021 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Lease to be effective on the date indicated above.

{SIGNATURE PAGE FOLLOWS}

SECOND AMENDMENT TO LEASE

LESSEE: COUNTY OF HUMBOLDT

LESSOR: MCKINLEYVILLE
COMMUNITY SERVICES DISTRICT

BY: Virginia Bass

BY: David Couch

NAME: Virginia Bass

NAME: David Couch

TITLE: CHAIR
BOARD OF SUPERVISORS
COUNTY OF HUMBOLDT

TITLE: Board President

(SEAL)

BY: _____

ATTEST: ATurner

NAME: _____

TITLE: DEPUTY CLERK OF THE
BOARD OF SUPERVISORS

TITLE: _____

List of Attachments

- Attachment No. 1 – Lease
- Attachment No. 2 – First Amendment to Lease
- Attachment No. 3 – Second Amendment to Lease

**THIRD AMENDMENT TO
LEASE AGREEMENT
BY AND BETWEEN
AND
MCKINLEYVILLE COMMUNITY SERVICES DISTRICT
FOR FISCAL YEARS 2015-2016 THROUGH 2023-2024**

This Third Amendment to the Lease Agreement dated May 24, 2016, as amended on February 23, 2021 and February 15, 2022, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "LESSEE," and the McKinleyville Community Services District, a special district of the County of Humboldt, State of California, hereinafter referred to as "LESSOR," is entered into this 23rd day of May, 2023.

WHEREAS, on May 24, 2016, LESSEE and LESSOR entered into a Lease Agreement for use of the real property located at 1606 Pickett Road, McKinleyville, California for the purpose of operating a public library; and

WHEREAS, on February 23, 2021, LESSEE and LESSOR agreed to amend the Lease in order to extend the term thereof and modify the execution requirements set forth therein; and

WHEREAS, on February 15, 2022, LESSEE AND LESSOR agreed to amend the Lease Agreement in order to extend the term thereof; and

WHEREAS, LESSEE and LESSOR now desire to once again amend the Lease Agreement in order to further extend the term thereof; and

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Section 3.1 – Term of the Lease is hereby amended to read as follows:

3.1 Term.


This Lease shall begin on May 24, 2016 ("Commencement Date") and shall remain in full force and effect until midnight on May 31, 2024 ("Termination Date"), unless extended by a valid amendment hereto or sooner terminated as set forth herein.

2. Except as modified herein, the Lease Agreement dated May 24, 2016, as amended on February 23, 2021 and February 15, 2022, shall remain in full force and effect. In the event of a conflict between the provisions of this Third Amendment and the original Lease Agreement, or any prior amendments thereto, the provisions of this Third Amendment shall govern.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have entered into this Third Amendment as of the first date written above.

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT:

By: 

Date: 5/3/23

Name: Gregory P. Orsini

Title: Board President

COUNTY OF HUMBOLDT:

By: 

Date: 5/23/23

Steve Madrone, Chair
Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Krista Freeman

Date: 5-5-2023

Risk Management

**FOURTH AMENDMENT TO
LEASE AGREEMENT
BY AND BETWEEN
AND
MCKINLEYVILLE COMMUNITY SERVICES DISTRICT
FOR FISCAL YEARS 2015-2016 THROUGH 2024-2025**

This Fourth Amendment to the Lease Agreement dated May 24, 2016, as amended on February 23, 2021, February 15, 2022 and May 23, 2023, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “LESSEE,” and the McKinleyville Community Services District, a special district of the County of Humboldt, State of California, hereinafter referred to as “LESSOR,” is entered into this ____ day of _____, 2024.

WHEREAS, on May 24, 2016, LESSEE and LESSOR entered into a Lease Agreement for use of the real property located at 1606 Pickett Road, McKinleyville, California for the purpose of operating a public library; and

WHEREAS, on February 23, 2021, LESSEE and LESSOR agreed to amend the Lease in order to extend the term thereof and modify the execution requirements set forth therein; and

WHEREAS, on February 15, 2022, LESSEE AND LESSOR agreed to amend the Lease Agreement in order to extend the term thereof;

WHEREAS, on May 23, 2023, LESSEE and LESSOR agreed to amend the Lease Agreement in order to extend the term; and

WHEREAS, LESSEE and LESSOR now desire to once again amend the Lease Agreement in order to further extend the term thereof; and

NOW, THEREFORE, the parties hereto mutually agree as follows:

- 1. Section 3.1 – Term of the Lease is hereby amended to read as follows:

3.1 Term.

This Lease shall begin on May 24, 2016 (“Commencement Date”) and shall remain in full force and effect until midnight on June 30, 2025 (“Termination Date”), unless extended by a valid amendment hereto or sooner terminated as set forth herein.

- 2. Except as modified herein, the Lease Agreement dated May 24, 2016, as amended on February 23, 2021, February 15, 2022 and May 23, 2023 shall remain in full force and effect. In the event of a conflict between the provisions of this Fourth Amendment and the original Lease Agreement, or any prior amendments thereto, the provisions of this Fourth Amendment shall govern.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have entered into this Fourth Amendment as of the first date written above.

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT:

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Chair
Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: _____

Risk Management

Attachments:

1. 2016 Lease 1606 Pickett Rd
2. 1st Lease Amendment 1606 Pickett Rd
3. 2nd Lease Amendment 1606 Pickett Rd
4. 3rd Lease Amendment 1606 Pickett Rd
5. Fourth Lease Amendment 1606 Pickett Rd
6. ADA Compliance Report

**FIFTH AMENDMENT TO
LEASE AGREEMENT
BY AND BETWEEN
AND
MCKINLEYVILLE COMMUNITY SERVICES DISTRICT
FOR FISCAL YEARS 2015-2016 THROUGH 2025-2026**

This Fifth Amendment to the Lease Agreement dated May 24, 2016, as amended on February 23, 2021, February 15, 2022, May 23, 2023 and April 9, 2024, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “LESSEE,” and the McKinleyville Community Services District, a special district of the County of Humboldt, State of California, hereinafter referred to as “LESSOR,” is entered into this _____ day of _____, 2025.

WHEREAS, on May 24, 2016, LESSEE and LESSOR entered into a Lease Agreement for use of the real property located at 1606 Pickett Road, McKinleyville, California for the purpose of operating a public library; and

WHEREAS, on February 23, 2021, LESSEE and LESSOR agreed to amend the Lease in order to extend the term thereof and modify the execution requirements set forth therein; and

WHEREAS, on February 15, 2022, LESSEE AND LESSOR agreed to amend the Lease Agreement in order to extend the term thereof; and

WHEREAS, on May 23, 2023, LESSEE and LESSOR agreed to amend the Lease Agreement in order to extend the term; and

WHEREAS, on April 9, 2024, LESSEE and LESSOR agreed to amend the Lease Agreement in order to extend the term; and

WHEREAS, LESSEE and LESSOR now desire to once again amend the Lease Agreement in order to further extend the term thereof.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Section 3.1 – Term of the Lease is hereby amended to read as follows:

3.1 Term.

This Lease shall begin on May 24, 2016 (“Commencement Date”) and shall remain in full force and effect until midnight on June 30, 2026 (“Termination Date”), unless extended by a valid amendment hereto or sooner terminated as set forth herein.

2. Except as modified herein, the Lease Agreement dated May 24, 2016, as amended on February 23, 2021, February 15, 2022, May 23, 2023 and April 9, 2024 shall remain in full force and effect. In the event of a conflict between the provisions of this Fifth Amendment and the original Lease Agreement, or any prior amendments thereto, the provisions of this Fifth Amendment shall govern.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have entered into this Fifth Amendment as of the first date written above.

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT:

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Michelle Bushnell, Chair
Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: _____

Risk Management

McKinleyville Community Services District

BOARD OF DIRECTORS

March 5, 2025

TYPE OF ITEM: **Action**

ITEM: D.6 **Consider Adoption of Resolution 2025-05 Nominating Melody McDonald for Re-Election to the Association of California Water Agencies Joint Powers Insurance Authority Executive Committee**

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 adopt Resolution 2025-05 (Attachment 1) nominating President, Melody McDonald, for re-election to the Association of California Water Agencies Joint Powers Insurance Authority (ACWA JPIA) Executive Committee.

Discussion:

For over three decades, Ms. McDonald has exemplified exceptional leadership, unwavering dedication to the water industry, and a steadfast commitment to risk management and training. Her unparalleled institutional knowledge and contributions to ACWA JPIA have earned her recognition as a cornerstone of its success.

Ms. McDonald's service to her community spans many critical aspects of the water sector:

- President, ACWA JPIA Board of Directors
- Member, ACWA JPIA Executive Committee (since 2001)
- Chair, ACWA JPIA Personnel Committee
- Director, ACWA JPIA (since 1991)
- President, San Bernardino Valley Water Conservation District
- Director, San Bernardino Valley Water Conservation District (since 1991)
- Member, ACWA State Legislative Committee
- Board Member, Association of San Bernardino County Special Districts

In addition to her ongoing roles, Ms. McDonald has previously served as Chair and Vice-Chair of the ACWA JPIA Liability, Property, and Workers Compensation

Program committees. Notably, she spent eight years as Chair of the State of California Santa Ana Regional Water Quality Control Board under a gubernatorial appointment from 1993 to 2000.

With over 32 years of experience in the water industry, Ms. McDonald's leadership has guided ACWA JPIA's remarkable growth, now managing assets exceeding \$244 million. In 2024, JPIA conducted 207 training classes and equipped more than 4,400 employees with essential skills to mitigate risks. Her guiding philosophy, "The best claim is the one that never happened," underscores her commitment to proactive risk management and loss prevention—key drivers of ACWA JPIA's success.

The San Bernardino Valley Water Conservation District has asked the McKinleyville Community Services District Board to pass a concurrent resolution nominating Ms. McDonald to the JPIA Board of Directors Executive Committee. To that end, Staff has drafted Resolution 2025-05 (Attachment 1.)

Alternatives:

Take no action.

Fiscal Analysis:

N/A

Environmental Requirements:

N/A

Exhibits/Attachments:

- Attachment 1 – Resolution 2025-05

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McKinleyville Community Services District

BOARD OF DIRECTORS

March 5, 2025

TYPE OF ITEM: **INFORMATIONAL**

ITEM: D.7 **2024 Wastewater Management Facility Annual Report for the North Coast Regional Water Quality Control Board (NCRWQCB)**

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

TYPE OF ACTION: **None – Information Only**

Recommendation:

Staff recommends that the Board review the 2024 Annual Report.

Discussion:

The District reports annually to the North Coast Regional Water Quality Control Board (NCRWQCB) by March of each year. The report reviews the performance of the treatment plant for the past year, the progress of any projects, provides details of our required discharge testing results, makes note of any compliance failures, and provides a general discussion of performance and future projects. The District was in compliance throughout the year with all testing, other than one Coliform test in May that was a result of a dirty sample. It was retested and RWQCB was notified of the result. The remainder of the testing was in compliance with our National Pollution Discharge Elimination System (NPDES) Permit requirements. The Wastewater Management Facility (WWMF) continues to have outstanding performance since it's 2017 upgrade, more than meeting all permitted discharge requirements.

The complete 111-page report can be viewed on the District website or at the District office. The 10-page summary is attached as **Attachment 1**.

Alternatives:

Take Action

Fiscal Analysis:

Not applicable

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 - Summary of 2024 Wastewater Management Facility Annual Report

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McKinleyville Community Services District



ANNUAL WASTEWATER MANAGEMENT FACILITY MONITORING & DISCHARGE REPORT FOR 2024

NPDES No. CA0024490

WDID No. 1B820840HUM

ORDER No. R1-2018-0032 & R1-2024-0023

McKinleyville Community Services District

P.O. Box 2037

McKinleyville CA 95519

Phone: 707.839.3251

Fax: 707.839.8685

Email: pkaspari@mckinleyvillecsd.com

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

mckinleyvillecsd.com

MAIN OFFICE:PHONE: (707) 839-3251
FAX: (707) 839-8456**PARKS & RECREATION OFFICE:**PHONE: (707) 839-9003
FAX: (707) 839-5964

January 29, 2024

Regional Water Quality Control Board, North Coast Region
5550 Skylane Blvd., Suite A
Santa Rosa, California 95403**McKINLEYVILLE COMMUNITY SERVICES DISTRICT
WASTEWATER MANAGEMENT FACILITY ANNUAL REPORT FOR 2024**

The McKinleyville Community Services District operates the wastewater collection, treatment, and disposal facilities that serve 5325 customer unit sewer connections in the unincorporated area of McKinleyville in Northern Humboldt County. The system operates under Order Number R1-2018-0032 and R1-2024-0023, National Pollution Discharge Elimination System (NPDES) Permit No. CA0024490, WDID No. 1B820840HUM issued by the California State Water Resources Control Board.

Table 1. Effluent Limitations for Discharge Point 001

Parameter	Units	Effluent Limitations				
		Average Monthly	Average Weekly	Maximum Daily	Instantaneous Minimum	Instantaneous Maximum
Biochemical Oxygen Demand 5-day @ 20°C	mg/L	30	45			
Total Suspended Solids	mg/L	30	45			
pH	s.u.				6.5	8.5
Settleable Matter	mg/L	0.1		0.2		
Chlorine Residual	mg/L	0.01		0.02		
Carbon Tetrachloride	ug/L	0.25		0.75		
Ammonia Impact Ratio	ug/L	1.0		1.0		
Bis(2-ethylhexyl) Phthalate	ug/L	1.8		3.0		
Total Chromium	ug/L	50		100		
Dichlorobromomethane	ug/L	0.56		1.4		

Table 2. Effluent Limitations for Discharge Points 003 through 006

Parameter	Units	Effluent Limitations				
		Average Monthly	Average Weekly	Maximum Daily	Instantaneous Minimum	Instantaneous Maximum
Biochemical Oxygen Demand 5-day @ 20°C	mg/L	30	45			
Total Suspended Solids	mg/L	30	45			
pH	s.u.				6.0	9.0
Nitrate	mg/l	10				

Table 3. Summary of Monitoring Location Names and Descriptions.

Discharge Point Name	Monitoring Location Name	Monitoring Location Description
	INF-001	Influent at the headworks of the wastewater treatment facility (WWTF) prior to treatment.
	INT-001	Location for monitoring effluent from the chlorine contact chamber prior to dechlorination for purposes of measuring chlorine residual.
001	EFF-001	Location for monitoring effluent from the chlorine contact chamber following dechlorination and prior to discharge to the Mad River.
002 Decommissioned	LND-001	Location for monitoring effluent from the chlorine contact chamber prior to discharge to the Mad River percolation ponds.
003,004,005 and 006	REC-001	Location for monitoring treated effluent from the chlorine contact chamber prior to water recycling.
	RSW-001	In the Mad River at the Highway 101 Bridge.
	RSW-002	The North Bank of the Mad River as close as possible to Discharge Point 001 under the Hammond Trail bridge.
	GW-001	Well M-1, adjacent to Fischer Road.
	GW-002	Well M-2, on the southwest corner of the intersection of School and Fischer Roads.
	GW-006	Well M-6, south of W-9 and west of W-7.
	GW-007	Well M-7, in the upper portion of the Fischer parcel
	GW-009	Well M-9, adjacent to School Road.
	GW-019	Well within the West Pialorsi Ranch irrigation area (Historically GW-016).

Compliance:

Biochemical Oxygen Demand (BOD) Testing:

Discharge Point 001 requirements for BOD are 30 mg/L and 85% removal for the monthly average and a weekly average limit of 45 mg/L.
BOD limitations for 2024 were not exceeded.

Total Suspended Solids Testing (TSS):

Discharge Point 001 requirements for TSS are 30 mg/L and 85% removal for the monthly average and a weekly average of 45 mg/l.
TSS limitations for 2024 were not exceeded.

3x5 Total Coliform/ Disinfection Testing:

The effluent limitations for coliform 3x5 testing is a maximum monthly median, a most probable number (MPN) of 23 per 100 milliliters and a daily maximum of 240 MPN and are the same for Discharge Point 001- 006. Coliform limitations for Monthly Median and Daily Maximum were in compliance in 2024 other than 1 sample in May, but resulted as a dirty sample. It was retested and was found in compliance. RWQCB was notified of the results.

Settleable Matter Testing:

The effluent limitations for Settable Matter testing are listed in Table 1 and are for Discharge Point 001. Settable Matter limitations for 2024 were not exceeded.

Chlorine Residual Testing:

The effluent limitations for Chlorine Residual testing are listed in Tables 1 for Discharge Point 001. Chlorine limitations were not exceeded in 2024

Nitrate as Nitrogen Testing:

The effluent limitations for Nitrate as Nitrogen testing for Discharge Point 002 through 006 are 10 mg/l average monthly. Nitrate as Nitrogen limitations for 2024 were not exceeded.

Carbon tetrachloride Testing:

The effluent limitations for the carbon tetrachloride testing for Discharge Point 001 are listed in Table 1. Carbon Tetrachloride limitations for 2024 were in compliance.

Dichlorobromomethane Testing:

The effluent limitations for Dichlorobromomethane for Discharge Point 001 are listed in Table 1. There were no exceedances in 2024.

Acute Toxicity Monitoring:

The acute toxicity monitoring bioassay criteria for Discharge Point 001 requires a 96-hour fish bioassay test conducted at EFF-001 in undiluted effluent. The sample is a 24-hour composite and is representative of the volume and quality of the discharge. Two test species were required, Ceriodaphnia dubia (C.dubia) and Rainbow Trout to determine the most sensitive species. After testing was conducted it was shown that there was no difference in both results. RWQCB agreed, along with the District, to select Rainbow Trout moving forward. The Regional Board also adopted the Test of Significant Toxicity (TST) method on a pass or fail.

The minimum compliance for any one test is 70% survival. The median for all bioassays during any calendar month is at least 90%. If the results of any 96-hour bioassay test are not in compliance a follow up test is required within 7 days of notification. The results for Acute Testing were in compliance in 2024.

Acute Toxicity Testing

Acute Testing remained in compliance throughout the calendar year for Rainbow Trout.

Table 3 Acute Monthly Testing for 2024

Date Collected	Test	Trout Survival	TST
1/11/2024	Monthly	100%	PASS
2/6/2024	Monthly	100%	PASS
3/5/2024	Monthly	100%	PASS
4/24/2024	Monthly	100%	PASS
5/21/2024	Monthly	100%	PASS

Chronic Toxicity Monitoring:

The chronic toxicity monitoring bioassay criteria for Discharge Point 001 requires a 96-hour static renewal or 96-hour static non-renewal testing. The sample is a 24-hour composite and is representative of the volume and quality of the discharge. The sampling is conducted at EFF-001 WWMF Effluent. The test species for chronic testing is a vertebrate, the fathead minnow, Pimephales promelas (larval survival and growth test), The District conducted chronic toxicity testing once annually as per the permit requirement. The testing results for Chronic Testing are detailed in Table 4. Chronic testing has been changed to Semi-annual on the new permit

Table 4 Chronic Toxicity Testing for 2024

Dilution Water	Date	Test Species	
		Flathead minnow	
		% effect	TST

Diluted w/ Lab Control Water	December 2024	5.1% Effect	Pass
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Accelerated Monitoring Requirements:

Accelerated monitoring is triggered when a Chronic test, analyzed using the TST approach, results in a Fail and the percent effect is >.50. No accelerated monitoring was required during 2024.

Other Projects and Commentary on the Treatment Process:

Treatment Process Trends:

The success of a particular process can be gauged by tracking the removal of BOD and TSS. Chart 1 demonstrates average BOD concentration in mg/L from 2014 through 2024. The average BOD in 2024 was 4 mg/L and continues to remain well below 30mg/L, our current limit.

Chart 1 Annual Average BOD Concentrations

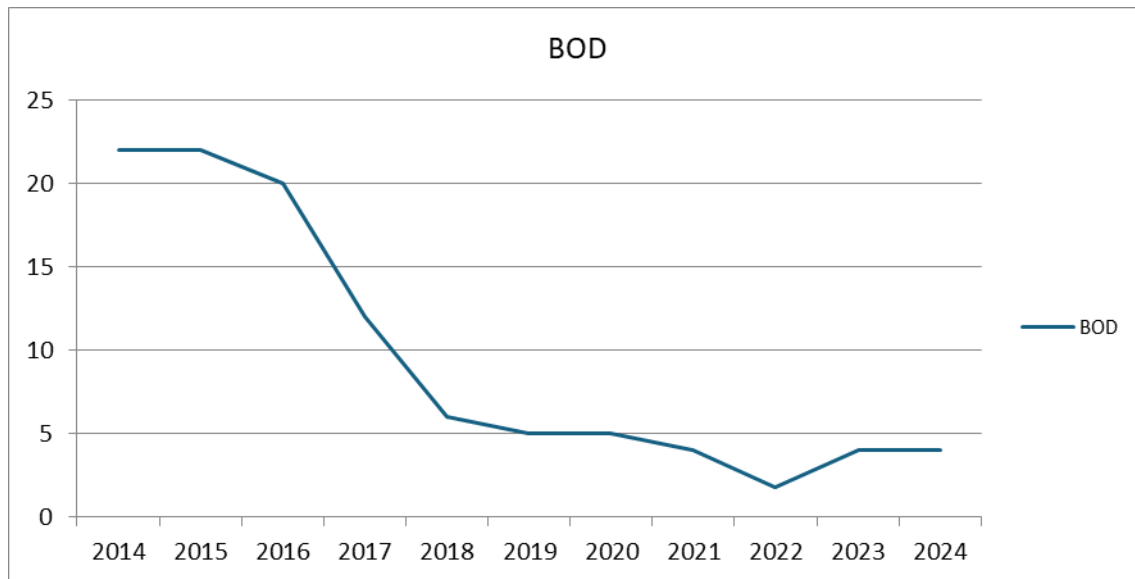


Chart 2 demonstrates average TSS concentration in mg/L from 2014 through 2024. The average TSS in 2024 was 3 mg/L and continues to remain below 30 mg/L, our current limit.

Chart 2 Annual Average TSS Concentrations

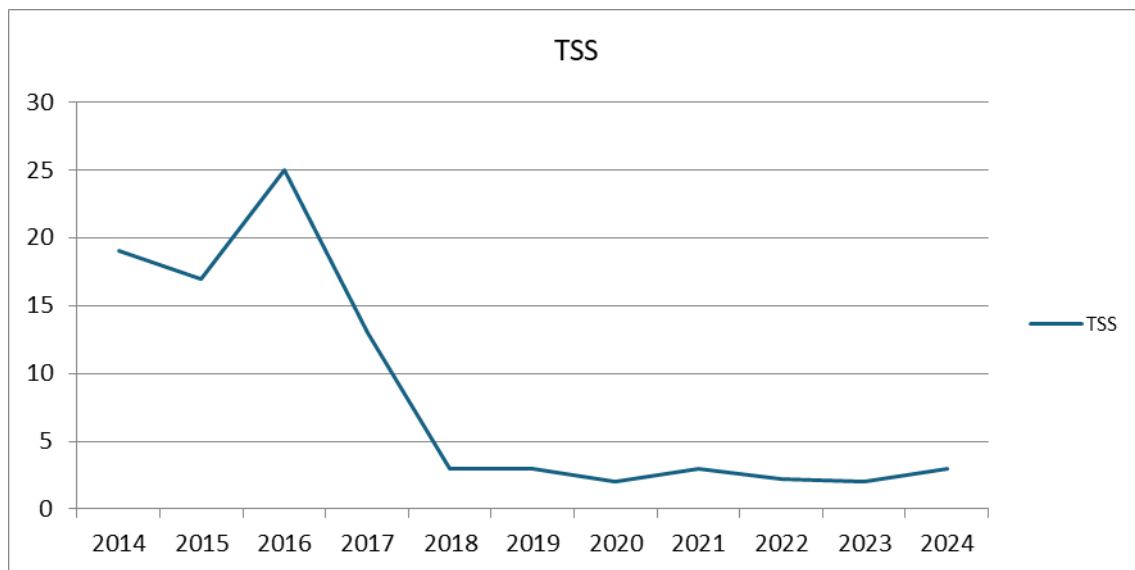
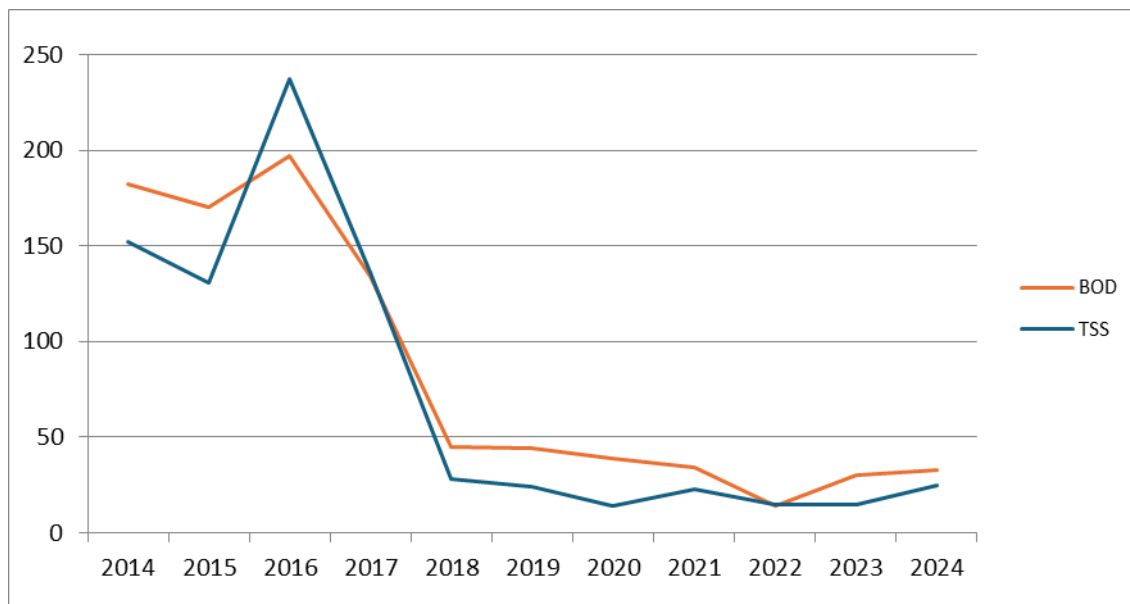


Chart 3 is the product of the flow and the concentration. It is identified as mass loading and measured in pounds per day.

Chart 3 Annual Average BOD and TSS Mass Loading



Charts 1-3 demonstrate the steady trend downward of BOD and TSS. There was a blip upward in 2016 possibly due to the draining of Pond A to build the new plant which diverts flow and nutrient to one Facultative Pond instead of two, along with the additional aerators placed in Pond B. In 2018, there is a drastic decrease due to the WWMF Upgrade project and quality of treatment.

Main Area of Concern:

Ammonia Removal

Due to the performance of the Treatment Plant Upgrade project, ammonia testing results have gone from results of low 30's to ND. As a result of the increased performance, the District experienced higher THM results in 2019 than the Discharge permit allows. The increase Dichlorobromomethane (DCBM) results are a by-product of using chlorine disinfection with an insufficient amount of Ammonia. A series of pilot studies were conducted to verify optimal performance by testing naturally occurring ammonia throughout the system and calculating the flow rate based on the ammonia residual needed.

As part of the treatment process, water is directed to the Biosolids Basin (BSB) through the Waste Activated Sludge (WAS) pump. The supernatant in the BSB has a natural occurring ammonia results of approximately 110 mg/l. The process change involves pumping the supernatant from the BSB to the Secondary Effluent pump vault using a small pump and discharge hose. The supernatant is then diluted with the effluent flow to add the adequate amount of ammonia needed. There were no DCBM exceedances in 2024.

Summary of Work Completed in 2024

Microrgrid Project:

A new Microgrid was installed at the WWMF in 2022. The microgrid will incorporate existing emergency diesel generation, and regular battery energy storage system and 0.5 MW of new solar photovoltaic (PV) assets to optimize electrical grid resiliency and deliver both financial and environmental benefits to the community. The solar panels were installed, along with the battery energy storage and have been in operation since 2022. This project will extend into 2025 as the District and Contractor are waiting for a few punch list items to be completed.

Biosolids Removal:

During the treatment plant upgrade in 2017, a Biosolids Basin was installed to store the biosolids that are generated by the new treatment plant process. It was also projected by the design engineers that the Basin would need to be dredged every 4 to 7 years due to it filling up with biosolids. In 2022 the first dredging was performed. Synagro was contracted and completed the dredging, removing approximately 333 dry tons of solids between November 2021 and February 2022.

Report of Waste Discharge:

The Permittee shall file a Report of Waste Discharge as an application for reissuance of WDRs in accordance with Title 23, California Code of Regulations, (CCR) and an application for reissuance of a National Pollutant Discharge Elimination System (NPDES) permit no later than November 1, 2022. The ROWD was submitted in November 2022 and the current permit expired on August 1, 2024 at which to the District switched to the new 2024 permit.

California Toxic Rule CTR:

The priority pollutant scan shall include California Toxics Rule (CTR) and Title 22 pollutants. CTR pollutants are those pollutants identified in the California Toxics Rule at 40 C.F.R. Section 131.38, and Title 22 pollutants are those pollutants for which DDW has established MCLs at Title 22, Division 4, Chapter 15, Sections 64431 (Inorganic Chemicals) and 64444 (Organic Chemicals) of the CCR. Duplicate analyses are not required for pollutants that are identified as CTR and Title 22 pollutants. The CTR scan was completed and submitted to the State Water Board in February 2022 and again in July of 2023 due to Lab not testing all constituents during the 2022 sampling.

Discharge Monitoring Report Quality Assurance (DMR-QA) Study Reports:

The Permittee shall ensure that the results of the DMR-QA Study or the most recent Water Pollution Performance Evaluation Study are submitted annually to the State Water Board. The DMR-QA 44 Study was completed in 2024 and a copy of the report was submitted to the State Water Board as a permit requirement.

20 Year Facilities Plan:

The final draft of the facilities plan was published in January 2012 and accepted by the District Board on February 1, 2012. The full document can be located at the District web site by following this link. <https://www.mckinleyvillecsd.com/files/5a493f670/MCSD+20-Year+Facilities+Plan.pdf>

Names and General Responsibilities of Staff Working at the Facility

Name	Responsibilities
Patrick Kaspari	General Manger, Owner
James Henry	Chief Plant Operator/Quarterly and annual reporting
Erik Jones	Schedules maintenance and shifts at plant
Chris Jones	Shift Operator/ Runs daily routines
Kyle Stone	Shift Operator/ Runs daily routines
Drew Small	Lead Shift Operator/ daily routines, all sample collection and shipping, training
Seth Meynell	Operator in Training/ Equipment and site maintenance
Jordan Johnson	Shift Operator/ Equipment and site maintenance
Bill McBroome	Shift Operator/ Runs daily routines
Chris Reed	Equipment and site maintenance
Emergency Contacts	
Patrick Kaspari	707-599-5123
James Henry	707-496-2295
Drew Small	707-362-1800
Duty Cell Phone	707-601-9241

INDEX of EXHIBITS

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Influent and Effluent Monthly Totals
Influent and Effluent Maximum Day

EXHIBIT B: Tabular **PG 12**

CFS, River Dilution, Effluent Flow and Effluent Distribution

EXHIBIT C: Tabular and Graphical Data **PG 16**

Monthly Totals for Effluent Flow, Discharge Disposal Locations
Annual Effluent Distribution Pie Chart
Daily Totals for Effluent Flow and Discharge Disposal Locations

EXHIBIT D: Tabular Data **PG 31**

Monthly Monitoring Report (Permit exceedances highlighted in yellow)

EXHIBIT E: Tabular Data **PG 44**

Influent and Effluent Testing Daily
Monthly and Annual Averages

EXHIBIT F: Tabular and Graphical Data **PG 57**

30-day Average BOD and NFR Worksheet
30 Day BOD, NFR and Percent Removal Maximum, Minimum and Average Chart
BOD and NFR 30 Average Concentration Chart
BOD and NFR 30 Average lbs/day Chart
BOD Influent, Effluent and Terminal Pond Comparisons

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Monthly Averages for pH, Temperature and Ammonia
Influent and Effluent Average Total Ammonia Chart
Relationship between Temperature and Ammonia Percent Removal Chart

EXHIBIT H: Tabular Data **PG 66**

Well Monitoring Data

EXHIBIT I: Tabular and Graphical Data **PG 68**

Monthly/ Annual Average for River Monitoring
Monthly/ Annual Averages for Pond Ammonia
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Monthly/ Annual Averages for Pond pH
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Monthly Total Electric, Cl₂, SO₂, Rain Gage and Water Use Data

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Monthly Process Data Results

EXHIBIT L: Sludge Disposal and Handling Requirements **PG 88**

EXHIBIT M: Summary of Irrigation Compliance Report **PG 89**

Nitrogen Loading lbs/acre
Daily Irrigation Inspection Form

EXHIBIT N: Instrument Calibration Logs **PG 94**

EXHIBIT O: Source Control **PG 107**

Summary of compliance and/or enforcement activities and survey results
General Prohibitions and Table presenting Local Limits
List of Industrial Users and Addresses
Non-Residential Survey Results

If you have any questions, please contact this office.

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



Patrick Kaspari, GENERAL MANAGER

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

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

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – HSC Agreement between MCSD and McKinleyville Little League
 - Attachment 1a – Supplemental Maintenance Agreement between McKinleyville Little League and MCSD
- Attachment 2 – HSC Agreement between MCSD and Mad River Girls Fastpitch Softball (Humboldt ASA)

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

HILLER SPORTS COMPLEX FACILITY USE AGREEMENT

This HILLER SPORTS COMPLEX FACILITY USE AGREEMENT (this “AGREEMENT”), is made and entered into this 5th day of March 2025 by and between the McKinleyville Community Services District (DISTRICT), a Community Services District formed under the laws of the State of California, and the McKinleyville Little League (ORGANIZATION), a non-profit youth sports organization, reference to the following facts, which are acknowledged as true and correct by each of the parties:

Recitals

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

Definitions

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

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

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

AGREEMENT

Section 1. Facility Development

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

Section 2. Grant of Field Use

- 2.1 Grant of Use. The DISTRICT grants the ORGANIZATION field use for recreational and sports activities at Hiller Sports Complex. ORGANIZATION shall be responsible for: (a) setup of Hiller Sports Complex for ORGANIZATION's use, unless otherwise specified; (b) storing any equipment following ORGANIZATION's use; and (c) restoring Hiller Sports Complex to the appropriate condition as found prior to ORGANIZATION's use. ORGANIZATION shall not utilize Hiller Sports Complex prior to the start of the contracted time set forth in the most current Facility Use Schedule and shall vacate the playing area by the end of the contracted time set forth in said schedule.
- 2.2 Facility Use Schedule. ORGANIZATION shall provide DISTRICT with ORGANIZATION's most current field use schedule including team names, coaches/managers & names of individuals to contact in the case of game cancellations; list of official representatives of the organization; game, practice, tournament dates and times; and other scheduled use.
- 2.3 Cancellation. Provided cancellation of use by inclement weather or other unforeseen conditions, DISTRICT shall endeavor to make the decision of said cancellation by 3:00 p.m. of the day for which cancellation shall take place.
- 2.4 Additional Field Use Request. Provided cancellation of use by inclement weather or other unforeseen conditions, ORGANIZATION must notify the DISTRICT of said cancellation and request of additional field use (if needed) within twenty-four (24) hours. DISTRICT shall be responsible to administer and coordinate all additional facility use requests provided such requests do not conflict with the most current Facility Use Schedule of other approved users.
- 2.5. Access
DISTRICT shall provide the ORGANIZATION with one (1) set of keys to Hiller Sports Complex. It is the responsibility of the ORGANIZATION to produce copies and issue keys.

Section 3. Scheduling of Facility

- 3.1 Site Development, Management and Scheduling:
All development, scheduling, maintenance, and use of Hiller Sports Complex shall be coordinated with the Parks & Recreation Director.

3.2 Facility Use Requests

ORGANIZATION is responsible to submit a District Facility Use Reservation Form to the Parks & Recreation Director. The Parks & Recreation Director shall compile a draft Facility Use Schedule resulting from such requests. Parties currently having and maintaining an AGREEMENT with DISTRICT shall be designated for priority use when said schedule is drafted. The draft Facility Use Schedule shall delineate any dates and times with facility scheduling conflicts. The Parks & Recreation Director shall be charged with resolving any scheduling conflicts, in his or her discretion.

ORGANIZATION shall have first priority of Fields 1, 2 & 4 (baseball) and Field 3a based on schedules submitted in advance to MCSD, from March 6 through October 31, 2025.

3.3 Facility Use Scheduling Protests

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

Section 4. Operational Standards

4.1 Conduct and Disorderly Persons

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

4.2 Staffing

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

4.3 Equipment and Supplies Storage

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

4.4 Safety

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

4.5 Use of Equipment

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

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

4.6 Entry by DISTRICT

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

4.7 Environmental Sensitivity

ORGANIZATION agrees that all use by ORGANIZATION shall be conducted in a manner within the intended use of Hiller Sports Complex and with respect to the surrounding neighborhood and community. ORGANIZATION shall abide by all rules and regulations established by the DISTRICT stating that the use of pesticides, herbicides and related products at the Hiller Sports Complex and surrounding areas are strictly prohibited.

4.8 Equal Opportunity and Non-Discrimination Clause

ORGANIZATION shall not discriminate in its offering of programs at Hiller Sports Complex and all duties related to such offering on the basis of race, color, national origin, religious creed, ancestry, sex, age, or physical handicap and shall comply with all applicable state and federal statutes and regulations prohibiting discriminatory practices and/or conduct.

DISTRICT has zero tolerance for harassment or any other form of discriminatory behavior, as set forth in this Policy Against Discrimination. The DISTRICT will 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 patrons of facilities adhere to MCSD policy. MCSD will respond to any discriminatory behavior in an appropriate manner, including, but not limited to, termination of facility agreement and/or future facility use, reporting to appropriate legal authorities or other appropriate responses. All incidences of discriminatory behavior are to be reported to the MCSD General Manager immediately.

For all communications, both written and electronic, DISTRICT does not tolerate any correspondence that degenerates into improper use. DISTRICT's

technology resources are governed by District policies. Under no circumstances may anyone use DISTRICT'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.

4.9 Americans with Disabilities Act Compliance

DISTRICT shall indemnify, defend, and hold harmless ORGANIZATION from any fines or penalties which may be imposed upon it pursuant to the Americans with Disabilities Act as a result of DISTRICT's failure to make any required improvements to the premises as required by the Americans with Disabilities Act.

ORGANIZATION shall be responsible for compliance with any and all requirements of the Americans with Disabilities Act with respect to the operation of recreation programs for which ORGANIZATION is responsible. ORGANIZATION shall indemnify, defend, and hold harmless DISTRICT from and against any and all claims, causes of action, damages, fines and/or penalties pursuant to the Americans with Disabilities Act arising, in whole or in part, as a result of the ORGANIZATION's failure or alleged failure to comply with any requirements of the Americans with Disabilities Act with respect to operation of recreation programs which ORGANIZATION is responsible.

4.10. Compliance with Law

ORGANIZATION and DISTRICT shall comply with and conform to all laws and regulations, state and federal, and any and all requirements and orders of any state or federal board or authority, present or future, in any way relating to the condition or use of Hiller Sports Complex throughout the entire term of this AGREEMENT.

4.11. District Coordination

DISTRICT shall employ a Parks & Recreation Director who shall be the primary contact person with the ORGANIZATION.

Section 5. Prohibited Actions

ORGANIZATION shall not:

- a) Use of Hiller Sports Complex for any purpose other than as authorized in this AGREEMENT and as authorized in the most current Facility Use Schedule; or
- b) Do or permit to be done anything which may interfere with the effectiveness or accessibility of Hiller Sports Complex, nor do or permit to be done anything which may interfere with free access and passage in Hiller Sports Complex or the public areas adjacent thereto, or in the streets or trails adjoining Hiller Sports Complex, or hinder police, fire fighting, or other emergency personnel in the discharge of their duties; or

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

Section 6. Insurance

6.1. Minimum Scope

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

6.2. Proof of Insurance

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

Section 7. Hold Harmless, Indemnity and Release Forms

7.1. Hold Harmless and Indemnity

Except for the active negligence or willful misconduct of DISTRICT, ORGANIZATION undertakes and agrees, to the fullest extent permitted by

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

7.2. Participant Liability Release Forms

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

Section 8. Utilities

8.1. Water

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

8.2. Gas and Electric

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

Section 9. Maintenance

9.1 Ongoing Facility Maintenance

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

completed for facility maintenance as per a Supplemental Hiller Sports Complex Maintenance Agreement executed in concurrence with this AGREEMENT. Credit shall not be granted for volunteer labor or materials pertaining to field preparation for games. The financial value of in-kind labor or material donations, if in excess of the total field use fee, may be placed as a credit toward future facility use, at the discretion of the DISTRICT.

ORGANIZATION agrees to perform general maintenance of the field site, including but not limited to, field preparation before games, grounds cleanup, restroom cleanup, re-stocking janitorial supplies, general cleanup of the concession stand & parking lot, and trash disposal. These operation and maintenance responsibilities are further explained in Exhibit D, and will not be considered as in-kind labor for the purposes of reducing fees for field and concession use during the period of March 5 through October 31, 2025

9.2. Facility Damages and Repairs

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

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

9.3. Site Improvements

Any ORGANIZATION desiring to perform site improvements must first obtain written approval from the DISTRICT for such improvements and pay for all costs related to approved improvements. Requests for such improvements are to be made using the "In Kind Work" & Field Modification Request Form. (Exhibit F)

It is understood and agreed between the parties that all installations, additions, and improvements erected or installed at any time at Hiller Sports Complex during the term of this AGREEMENT shall immediately become the property of and belong to the DISTRICT upon such erection or installation; provided, however, this provision does not apply to participant playing equipment and concession equipment installed and belonging to ORGANIZATION. ORGANIZATION must remove all participant playing equipment and

concession equipment prior to the expiration or other termination of this AGREEMENT. Any portion of the premises affected by removal shall be immediately restored and repaired.

Section 10. Purchasing

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

Should ORGANIZATION choose to hire the DISTRICT to prep fields for play, DISTRICT shall assume responsibility for the purchase of all supplies necessary for appropriate preparation of fields.

Section 11. Sales

11.1. Participant Registration

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

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

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

11.2. Advertising

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

11.3. Concessions

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

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

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

Section 12. Licenses and Permits

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

Section 13. Unavoidable Delays

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

Section 14. Amendments and Assignments

- 14.1 This AGREEMENT contains the complete and final AGREEMENT between the DISTRICT and the ORGANIZATION. No AGREEMENT or other understanding in any way purporting to modify, add to, or supersede the terms and conditions hereof shall be binding upon either party unless made in writing and duly executed by authorized representatives.

- 14.2 This AGREEMENT may not be assigned or transferred, in whole or in part, by ORGANIZATION without first obtaining the written consent of DISTRICT which may be withheld, for any reason, in the DISTRICT's sole discretion.

Section 15. Taxes

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

Section 16. Resolution of Disputes

16.1. Process for Resolution

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

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

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

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

16.2. Attorney's Fees

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

Section 17. Notices

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

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

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

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

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

Section 18. Compensation

- 18.1. Funding for Facility Development
Should ORGANIZATION grant DISTRICT monies for development in an amount of more than \$5,000, said monies shall be dedicated to the development of facilities illustrated in Parks & Recreation Master Plan, which would fulfill the needs of ORGANIZATION. Monies granted by ORGANIZATION for development in amount less than \$5,000 shall be dedicated to the general overall development of facilities illustrated in Parks & Recreation Master Plan.
- 18.2. Facility Use and Additional Fees
ORGANIZATION shall pay DISTRICT fees in accordance to Hiller Sports Complex Master Facility Fee Schedule as adopted by the Board of Directors and outlined in Exhibit C.
- ORGANIZATION agrees to pay a Cleaning/Damage deposit in the amount of \$1,500.00 to MCSD for the use of Hiller Sports Complex. MCSD may use the Cleaning/Damage deposit for reimbursement of any costs related to additional cleaning requirements, additional turf maintenance, and/or field & turf damages during the use of ORGANIZATION (see Exhibit D). This deposit must be paid in full prior to the start of the season.
- ORGANIZATION is responsible for the cost for propane use, PG&E and the cost to change the locks at the end of each season. This cost will be remitted at the end of the season, based on a percentage of field use.

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

Labor:	\$45.00/hour
Mower:	\$25.00/hour
Utility Vehicle:	\$35.00/hour
Tractor:	\$40.00/hour
Backhoe:	\$70.00/hour
Dump Truck:	\$50.00/hour
Boom Truck:	\$85.00/hour
Call out Fee	\$150 per occurrence + labor cost if time spent exceeds 2 hours

18.3. Delinquent Payment

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

Section 19. Law Governing

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

Section 20. Term

20.1. Term and Extensions

Subject to the provisions of this AGREEMENT, the term of this AGREEMENT shall commence on the date herein and shall continue through and including the 31st day of October 2025.

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

20.2. Termination by DISTRICT

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

- a) said breach is curable by the payment of money and remains uncured thirty (30) days after said notice; or
- b) said breach is not curable by the payment of money but is otherwise curable within thirty (30) days after said notice and remains uncured after said thirty (30) days; or

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

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

20.3. Termination by ORGANIZATION

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

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

20.4. Disposition of Certain Property

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

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

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

James Biteman, President of the Board of Directors

ATTEST: _____
Joseph Blaine, Secretary to the Board of Directors

McKINLEYVILLE LITTLE LEAGUE

President of McKinleyville Little League

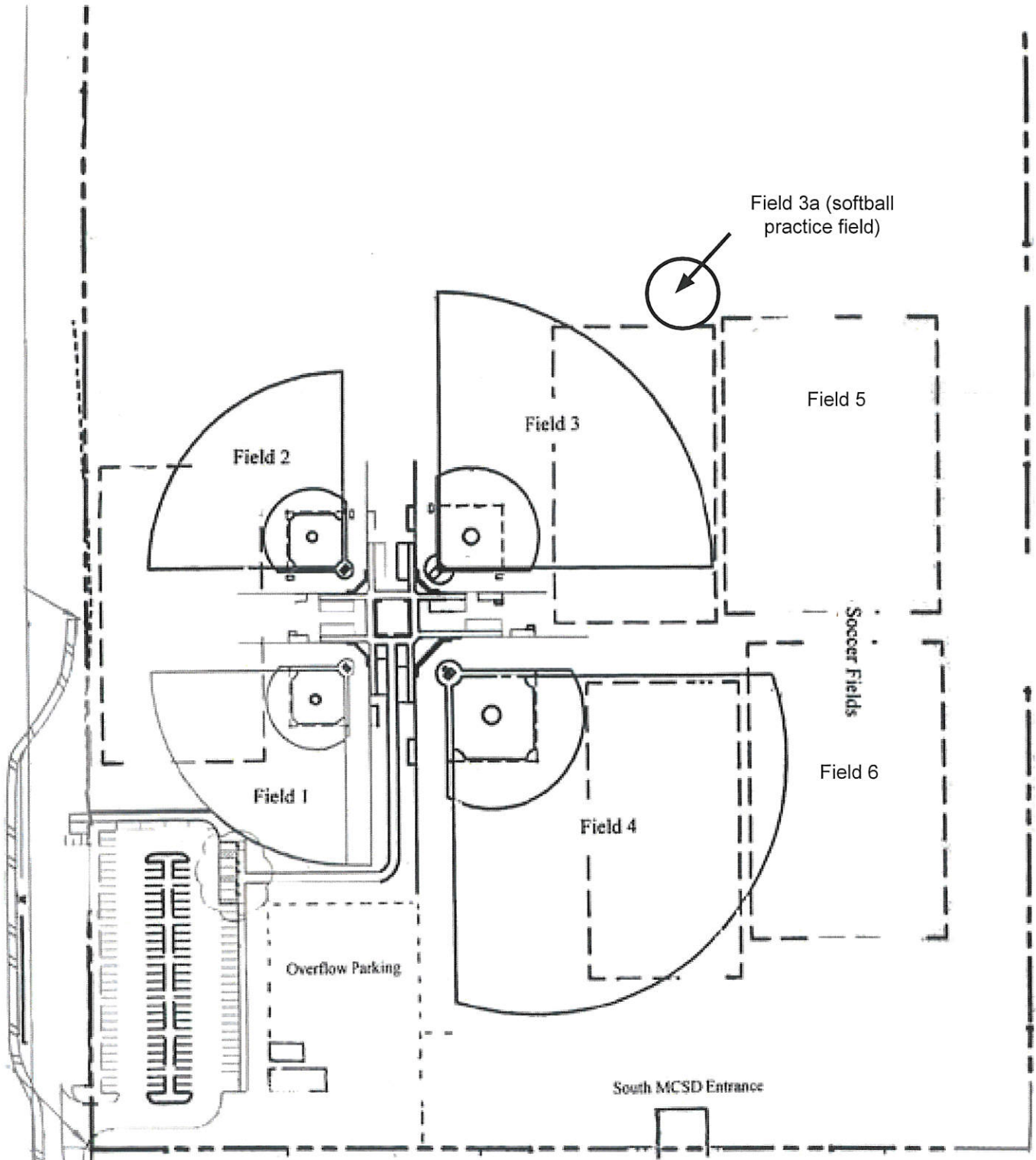
DRAFT

The Facility Use AGREEMENT Checklist

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

Item:	Attachment #:	Completed:	Date:
Completed District Facility Use Reservation Form			
Schedule of Maintenance			
League Schedule			
Tournament Schedule			
Practice Schedule			
Proof of Insurance			
Phone List of Managers and Board Members			
Facility (emergency) Cell Phone #			
All Other Field Usage Requests			
Coach/Manager Contact Information			
Organization Liability Release Form			

McKINLEYVILLE COMMUNITY SERVICES DISTRICT
Hiller Sports Complex - Site Map



ARTICLE IV - PARKS AND RECREATION

REGULATION 40 - RECREATION AND PARKS ADVISORY COMMITTEE

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

- (a) One (1) non-voting member shall be a member of the District Board.
- (b) The remaining ten (10) members will be regular voting members. Of the ten (10) regular voting members, one (1) will be a member of the McKinleyville Area Fund Board of Directors nominated by the McKinleyville Area Fund Board of Directors.
- (c) When possible two (2) of the ten (10) regular voting members shall be High School students, nominated by the McKinleyville High School Principal.
- (d) The two (2) alternate members will not become voting members unless a regular voting member is absent. In the event that both alternates are present when only one regular member is absent, the alternates will decide upon which of the two (2) will fill the absent chair by a mutually agreed upon method. In the event the alternates cannot determine a method of decision, the committee chair will choose an appropriate decision-making method.
- (e) All members of the Parks and Recreation Committee will represent to the extent possible various recreational and outdoor interests of the community including but not limited to business, environmental, equestrian, sports, seniors, trails and youth. Recommendations for appointment may be made by the then current members of the committee.
- (f) Any citizen, residing in the service area of the McKinleyville Community Services District may apply to the District Board for appointment to fill vacant seats on the Parks and Recreation Committee.

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

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

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

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

- (a) Appointment of District Board Members shall be for a term of one (1) year. Such member shall be a non-voting member.
- (b) Appointment of the McKinleyville Area Fund member and non-student community members shall be for a term of four (4) years. The term for student members shall be up to 4 years, limited by their High School graduation date.
- (c) Terms of the other non-Board of Director committee members shall be staggered so that no more than two (2) terms shall expire in any given year.
- (d) The annual expiration date of appointment shall be January 31st.

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

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

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

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

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

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

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

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

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

- (a) To serve in an advisory capacity to the Board of Directors and District Staff in all matters pertaining to public recreation, parks, open spaces, natural resources and their respective facilities;
- (b) To make recommendations to the Board of Directors and District Staff with respect to the provisions of the annual budget for recreation and parks purposes;
- (c) To recommend to the Board of Directors acceptance or rejection of offers of donations of money, personal property and real property to be used for open space, recreation, resource management, and parks purposes;
- (d) To recommend to the Board of Directors a comprehensive recreation, park, and open space management services program for the inhabitants of the District, to promote and stimulate public interest therein, and to solicit to the fullest extent the cooperation of school authorities and other public and private agencies interested therein;
- (e) To recommend for adoption by the Board of Directors rules and regulations for the use and improvement of the District's recreation services and parks and their respective facilities;
- (f) To recommend to the Board of Directors and District staff policies for the acquisition, development and improvement of recreation, parks and open space areas; and
- (g) To perform such other duties relating to recreation and park matters as may be prescribed by the Board of Directors.

REGULATION 41 - RECREATION AND PARK SYSTEM

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

- (a) Willfully mark, deface, injure, tamper with, or displace or remove any buildings, bridges, tables, benches, fireplaces, railings, bleachers, ball fields, water lines, paving or paving materials or other public utilities or parts thereof, signs, notices or placards, whether temporary or permanent, monuments, stakes, posts or other boundary markers, or other structures or equipment, or recreation and parks system property or appurtenances whatsoever, either real or personal.
- (b) Litter, soil or defile buildings, structures, grounds, equipment or other recreation and parks system property or appurtenances whatsoever. Trash, litter and other debris must be deposited into the proper receptacles.
- (c) Remove any soil, rock, stones, turf, trees, shrubs, or plants, down timber or other wood or materials or make any excavations by tool, equipment or any other means or agency.
- (d) Construct or erect any building or structure of whatever kind, whether permanent or temporary in character, or run or string any public utility into, upon or across such land except by District permit.
- (e) Trespass upon any area where prohibited.
- (f) Hunt, molest, or otherwise harm wildlife and plant life within the recreation and parks system.

- (g) Announce, advertise or call the public attention in any way to any article or service for sale or hire, except by District permit.
- (h) Paste, glue, tack or otherwise post any sign, placard, advertisement, or inscription whatever, nor shall any person erect or cause to be erected any sign whatever within the recreation and parks system without permission from the District.
- (i) Use any system for amplifying sounds, whether for speech or music or otherwise within the recreation and parks system unless a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit is first secured from the District.
- (j) Discharge any weapon of any type within the recreation and park system boundaries for any reason.
- (k) Make fires of any type for any reason in any area that is not properly equipped and designated to contain a fire.
- (l) Use model rockets and remote control model airplanes in McKinleyville Parks and Open Space without prior written approval from the District's General Manager.

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

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

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

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

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

- (a) Non-motorized vehicles shall be defined as any form of transportation in which human or gravitational energy powers the source of transportation. Examples of such transportation are defined as bicycles, skateboards, roller blades, roller skates, etc.

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

Rule 41.05. CONDUCT - ALCOHOLIC BEVERAGES

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

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

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

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

REGULATION 42 - OPERATION OF PIERSON PARK

Rule 42.01. GAZEBO BARBECUE COMPLEX - the gazebo barbecue complex is defined as the area encompassed by the gazebo located in the central portion of the park. Individuals or organizations desiring organized use of any portion of the gazebo barbecue complex for an

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

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

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

Rule 42.04. PICNIC PAVILION AND BARBECUE - the picnic pavilion is defined as the large covered picnic area to the west of the playground and east of the horseshoe pits. Individuals or organizations desiring organized use of any portion of the picnic pavilion and barbecue may do so by obtaining a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit only.

Rule 42.05. SKATEPARK – The skatepark is defined as the constructed concrete structures and amenities located south of the Law Enforcement Facility and west of the Bocce Ball courts.

The Skatepark is unsupervised and open to the public for skateboarding, skating and enjoyment of non-motorized, non-electric wheeled recreational devices. Use of the Skate Park is considered a Hazardous Recreational Activity. Falls are likely to occur and can result in serious injury, paralysis, or death. All participants in this activity knowingly accept the responsibility for their actions and the risks associated with engaging in this hazardous recreational activity. The District will not be liable for injuries incurred by persons participating in any such hazardous recreational activities. PATRONS OF THE SKATEPARK SHALL:

- a) Be required to wear protective gear including a helmet, elbow pads and knee pads at all times.
- b) Be courteous to all users and patrons of the park.
- c) Not bring food or glass containers into the skatepark
- d) Not consume alcohol at the skatepark
- e) Not smoke or vape within the park
- f) Not use the skatepark if hazardous conditions exist.
- g) Report any hazardous conditions to the MCSD Parks & Recreation Dept. at 707-893-9003
- h) Use ONLY non-motorized and non-electric wheeled recreation devices within the skatepark

Rule 42.06. OVERNIGHT USE PROHIBITED - there is to be no camping or loitering on the park grounds or structures between sunset and sunrise unless a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit are first obtained from the District.

Rule 42.07. FIRES - fires will be allowed on grounds only in those areas equipped with District provided equipment designated and in portable barbecues designated for the containment of fires.

Rule 42.08. PETS - the designated off leash area is defined as the area of the park east of Azalea Hall's Hewitt Room and north of the gazebo. Horses are not allowed.

Rule 42.09. PETS - the designated off leash area is defined as the area of the park east of Azalea Hall's Hewitt Room and north of the gazebo. Horses are not allowed.

REGULATION 43 - OPERATION OF HILLER PARK

Rule 43.01. PICNIC AREA USE - the picnic area and playground is defined as the area of the fenced in area of the park east of the perimeter of the Botanical Garden. Individuals or organizations desiring organized use of any portion of the picnic area in Hiller Park for the purpose of holding organized functions may do so by reserving the space through the completion of a Park Reservation Form and paying the associated fees.

Rule 43.02. PETS - the designated off leash area is defined as the area west of the split rail fence, south of the wastewater treatment plant, and east of the fork in the trails that head west to the bluffs and north around the treatment plant. Horses are prohibited in the picnic area.

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

Rule 43.04. OVERNIGHT USE PROHIBITED - there is to be no camping or loitering on the park grounds or structures between sunset and sunrise unless an explicit written permission and a use agreement for overnight use are first obtained from the District.

REGULATION 44 - OPERATION OF LARISSA PARK

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

REGULATION 45 - PERMITS, FEES AND DEPOSITS

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

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

- (a) A "Special Event" shall be defined as use deemed to be non-programmatic with estimated attendance of less than 500 persons and no more than posted capacities at indoor facilities; for which off road and facility parking space is adequate; for which

street closures are not required; and for which cancellation of approved vendor programs is not required.

- (b) A "Large Scale Community Event" shall be defined as use deemed to be non-programmatic with estimated attendance of more than 500 persons but no more than posted capacities at indoor facilities or for which off-road and facility parking space is adequate; or for which street closures may be required; or for which cancellation of an approved vendor program is required.
- (c) A "Vendor Contract" shall be defined as use by those individuals approved by the District Board of Directors, offering ongoing programs on a regular basis for no more than twelve months.

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

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

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

- (a) A "Non-Profit Group" shall be defined as any group or organization which can supply proof of non-profit status via the Internal Revenue Service code. Other Governmental entities shall be considered as falling within the guidelines of this definition.
- (b) A "Vendor" shall be defined as an individual or organization, approved by the District Board of Directors that has a fully executed vendor contract for use of District facilities.
- (c) A "Private Citizen/Business" shall be defined as other potential users not fitting within the "non-profit group" or "vendor" definition.
- (d) A "Commercial Event" shall be defined as an event being held for the purpose of private financial gain for an individual or organization.
- (e) An "Event Host" shall be defined as a District employee who has received training regarding use of District facilities for outside events. Event hosts are required for all events except those taking place at Azalea Hall concurrently with McKinleyville Senior Center events or at District facilities for those events sponsored by a District approved vendor.
- (f) The "All Day Rate" shall be defined as a fee charged specifically for use of the Hewitt Room at Azalea Hall and which includes access to the facility for a maximum of twelve continuous hours.

- (g) The “Half-Day Rate” shall be defined as a fee charged specifically for use of the Hewitt Room at Azalea Hall and which includes access to the facility for a maximum of six continuous hours.
- (h) The “Off-Peak Use Discount” shall be defined as a 25% discount on hourly rates only which can be applied to the following facilities and hours only: Activity Center-Monday through Friday before 3:00p.m; Azalea Hall-Sundays and Monday through Thursday after 4:00p.m.

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

ACTIVITY CENTER

Non-Profit Groups/Vendors	\$38.75/hour
Private Citizen/Business	\$55.00/hour

AZALEA HALL-ENTIRE FACILITY

Non-Profit Groups/Vendors	\$67.75/hour
Private Citizen/Business	\$90.00/hour

AZALEA HALL-HEWITT ROOM

Non-Profit Groups/Vendors	\$53.00/hour
Private Citizen/Business	\$65.75/hour
All Day Rate	\$550.00
Half Day Rate	\$332.00

AZALEA HALL-MEETING ROOM

Non-Profit Groups/Vendors	\$19.50/hour
Private Citizen/Business	\$26.00/hour

AZALEA HALL-KITCHEN

All Users	\$19.50/hour
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LIBRARY CONFERENCE ROOM

Non-Profit Groups/Vendors	\$28.75/hour
Private Citizen/Business	\$31.75/hour

TEEN CENTER-ENTIRE FACILITY

Non-Profit/Vendors	\$73.50/hour
Private Citizen/Business	\$91.00/hour
All Day (12 hr) Rate	\$950.00
Half Day (6 hr) Rate	\$495.00

TEEN CENTER-MULTI PURPOSE ROOM

Non-Profit/Vendors	\$42.50/hour
Private Citizen Business	\$51.00/hour

TEEN CENTER-MUSIC ROOM

Non-Profit/Vendors	\$27.00/hour
Private Citizen Business	\$34.25/hour
All Day (8 hr) Rate *weekends only	\$222.00

TEEN CENTER-KITCHEN

Private Citizen/Single Use	\$38.00/hour
Non-Profit/Vendor	\$28.75/hour

PARKS

Gazebo Picnic Area	\$58.25/4 hrs
Picnic Pavilion	\$114.00/4 hrs
Special Event	\$174.00/day
*Commercial Events	\$281.00/day
*Requires Facility Host @ \$36.25 per hour unless overtime wages apply	

SPECIAL EVENT SERVICES

Event Staff	\$19.50/hour
Event Setup	
Events with less than 100 persons	\$91.25
Events with 101-200 persons	\$127.50
Events with more than 200 persons	\$159.50

Event Cleanup

Events with less than 100 persons	\$159.50
Events with 101-200 persons	\$191.00
Events with more than 200 persons	\$234.00

Rule 45.03.c. EVENT SERVICES FEES - the District shall charge a fee of \$19.50 per hour for an event host for those events requiring such a host. The minimum charge shall be two hours. Other events service fees shall be determined each year and are based on the direct expense associated with providing said service. Such event fees shall be established and adopted by the Board.

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

Rule 45.04. DEPOSIT - a facility usage deposit, as established and adopted by the District Board must accompany each facility usage permit request for any facility usage permit required hereunder. The facility usage deposit shall be refunded to the applicant within fifteen working days if the facility is restored to pre-use conditions. If District clean-

up is required to restore the facility to pre-use conditions or damage is noted to the facility, any refund will be less the expense associated with returning the facility to pre-use conditions.

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

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

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

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

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

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

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

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

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

- (a) The individual or organization seeking permission for sale or service of alcoholic beverages must file, with the District, a facility usage permit request for the facility in which the sale of alcoholic beverages is requested;

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

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

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

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

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

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

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

REGULATION 46 - ENFORCEMENT

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

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT
Hiller Sports Site Master Facility Fee Schedule

Facility Use Fees

<u>Turf Field Use</u>	\$33.00/hour per field
<u>Turf Field Use (Youth Sport Org)</u>	\$16.50/hour per field
<u>Baseball Field Use</u>	\$33.00/hour per field
<u>Baseball Field Use (Youth Sport Org)</u>	\$ 16.50/hour per field
<u>Softball Field Use</u>	\$33.00/hour per field
<u>Softball Field Use (Youth Sport Org)</u>	\$16.50/hour per field

Tournament Use

25% reduction from regular hourly rates. Tournaments must have a minimum of 4 teams and 8 hours of continuous play per day.

Additional Fees

<u>Field Preparation- Ballfields</u>	\$45/hour per field
<u>Field Preparation- Turf Areas</u>	\$45/hour per field
<u>Concession Stand Use- Regular weekdays</u>	\$15/day
<u>Concession Stand Use- Regular weekends</u>	\$25/day
<u>Concession Stand Use-Youth Sport Season</u>	\$165/month
<i>Month is calculated by consecutive days of organization's occupation of the concession stand. 30 day = 1 month "Occupation" is defined as: the storing equipment, food etc in concession stand.</i>	
<u>Concession Stand Use- Tournaments</u>	\$25/day
<u>Facility Usage Deposit</u>	Variable
<u>Facility Usage Deposit</u>	\$100
Required only for those groups/individuals not having and maintaining a current Agreement with the District.	

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MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

Department of Parks & Recreation Department

OPERATION & MAINTENANCE RESPONSIBILITIES HILLER SPORTS COMPLEX

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

1. **Ball Diamond Preparation, Maintenance & Safety Seminar:**
 - a. Prior to the start of the season, designated ORGANIZATION representative(s) involved with field maintenance must attend a 1-hour Ball Diamond Preparation Maintenance & Safety Seminar with MCSD staff.

2. **In-Kind Field Maintenance:**
 - a. Any field maintenance performed by ORGANIZATION representatives must be pre-approved in writing by the DISTRICT in order to be considered as "in-kind labor" for credit towards facility use fees.
 - i. Any maintenance done without pre-approval from the DISTRICT will not be eligible for credit.

3. **Field Preparation:**
 - a. All field preparation will be the responsibility of ORGANIZATION.
 - b. If necessary ORGANIZATION may request MCSD to prep ball fields for a fee.

4. **Field Repairs:** (See section 9.2. of the Facility Use Agreement.)
 - a. ORGANIZATION shall be held responsible for all damage or vandalism to District facilities occurring during ORGANIZATION's use of the facilities.
 - b. Upon notification by MCSD, ORGANIZATION is responsible to repair all damages immediately, or within a schedule approved by MCSD.
 - c. If ORGANIZATION is unable or unwilling to repair the damages, MCSD reserves the right to make the necessary repairs and bill ORGANIZATION for all costs.
 - d. Damaged or unsafe fields shall be unavailable for use until repairs are completed.

5. **Grounds, Daily Restroom & Parking Lot Cleanup:**
 - a. ORGANIZATION agrees to clean grounds and to monitor, patrol, and keep the bathrooms and parking lot clean during their usage.
 - b. Grounds are to include the sports fields, sidewalks surrounding the concession area, under the bleachers, and the sidewalk pathway leading to the parking lot.
 - i. Cleaning of grounds is to include:
 1. Trash pick-up and disposal (**NOTE: the dumpster on site at HSS is owned by McKinleyville Little League and may not be available for use by other Organizations utilizing Hiller Sports Site*)
 2. Sweeping of bark and mulch back into landscape areas
 - c. Restroom cleaning shall include sweeping garbage and debris from floors, stocking supplies as necessary, and removing garbage.
 - d. If multiple organizations are using Hiller Sports Site simultaneously all organizations shall share the burden of clean-up. DISTRICT will develop a schedule for grounds clean-up responsibility, based upon percentage of field use each week.
 - i. Each Organization will be required to ensure clean-up is completed on the dates assigned to the Organization for clean-up by the DISTRICT. If ORGANIZATION wishes to purchase clean-up services from the DISTRICT

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

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

6. General Cleanup of the Concession Stand:

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

7. Overflow Parking:

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

8. Trash Disposal:

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

9. Supervision of Children:

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

10. Rain Cancellations:

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

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT Parks & Recreation Department

Guidelines for Cancellation of Activity on MCSD Athletic Fields

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

Examples of conditions that require cancellation of an athletic activity:

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

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

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

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

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

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

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

- 1) In Kind Labor request proposals must include:
 - a. Description of the labor to be performed
 - b. Estimated number of labor hours required to perform the work
 - i. District reserves the right to determine the amount of credit granted for labor hours based on the equivalent time/labor cost that DISTRICT staff would have spent on the same task.

- 2) In Kind Material Donation request proposals must include:
 - a. Description of the dollar value of the material being donated
 - i. DISTRICT reserves the right to determine the amount of credit granted for material donations based on the amount the DISTRICT would have spent on the necessary material.
 - b. Name of the business from which the material is being purchased or donated.
 - c. Name and contact information of the individual making the donation on behalf of the ORGANIZATION.

- 3) Credit for In Kind Material Donations will only be considered when supporting documentation for the value of the donation is provided, such as receipts/ invoices for cost of material.

HILLER SPORTS SITE

"In Kind Work" & Field Modification Request Form

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

ORGANIZATION: _____

NAME OF REPRESENTATIVE: _____

PHONE: _____ DATE OF REQUEST: _____

PROJECT: _____

PROJECT TIMELINE: _____

SIGNATURE OF ORG. REPRESENTATIVE: _____

FOR DISTRICT USE ONLY

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

NOTES FROM MCSD: _____

SIGNATURE OF MCSD REPRESENTATIVE: _____

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MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

HILLER SPORTS COMPLEX FACILITY USE AGREEMENT

This HILLER SPORTS COMPLEX FACILITY USE AGREEMENT (this “AGREEMENT”), is made and entered into this 5th day of March, 2025, by and between the McKinleyville Community Services District (DISTRICT), a Community Services District formed under the laws of the State of California, and the Humboldt Fastpitch Softball Association (ORGANIZATION), a non-profit youth sports organization, reference to the following facts, which are acknowledged as true and correct by each of the parties:

Recitals

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

7. Exhibit F: "In Kind Work" & Field Modification Request Form

Definitions

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

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

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

AGREEMENT

Section 1. Facility Development

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

Section 2. Grant of Field Use

- 2.1 Grant of Use. The DISTRICT grants the ORGANIZATION field use for recreational and sports activities at Hiller Sports Complex. ORGANIZATION shall be responsible for: (a) setup of Hiller Sports Complex for ORGANIZATION's use, unless otherwise specified; (b) storing any equipment following ORGANIZATION's use; and (c) restoring Hiller Sports Complex to the appropriate condition as found prior to ORGANIZATION's use. ORGANIZATION shall not utilize Hiller Sports Complex prior to the start of the contracted time set forth in the most current Facility Use Schedule and shall vacate the playing area by the end of the contracted time set forth in said schedule.
- 2.2 Facility Use Schedule. ORGANIZATION shall provide DISTRICT with ORGANIZATION's most current field use schedule including team names, coaches/managers & names of individuals to contact in the case of game cancellations; list of official representatives of the organization; game, practice, tournament dates and times; and other scheduled use.
- 2.3 Cancellation. Provided cancellation of use by inclement weather or other unforeseen conditions, DISTRICT shall endeavor to make the decision of said cancellation by 3:00 p.m. of the day for which cancellation shall take place.
- 2.4 Additional Field Use Request. Provided cancellation of use by inclement weather or other unforeseen conditions, ORGANIZATION must notify the DISTRICT of said cancellation and request of additional field use (if needed) within twenty-four (24) hours. DISTRICT shall be responsible to administer and coordinate all additional facility use requests provided such requests do not conflict with the most current Facility Use Schedule of other approved users.
- 2.5 Access
DISTRICT shall provide the ORGANIZATION with one (1) set of keys to Hiller Sports Complex. It is the responsibility of the ORGANIZATION to produce copies and issue keys.

Section 3. Scheduling of Facility

- 3.1 Site Development, Management and Scheduling:
All development, scheduling, maintenance, and use of Hiller Sports Complex shall be coordinated with the Parks & Recreation Director.
- 3.2 Facility Use Requests
ORGANIZATION is responsible to submit a District Facility Use Reservation Form to the Parks & Recreation Director. The Parks & Recreation Director

shall compile a draft Facility Use Schedule resulting from such requests. Parties currently having and maintaining an AGREEMENT with DISTRICT shall be designated for priority use when said schedule is drafted. The draft Facility Use Schedule shall delineate any dates and times with facility scheduling conflicts. The Parks & Recreation Director shall be charged with resolving any scheduling conflicts, in his or her discretion.

ORGANIZATION shall have first priority of Softball Field 3 based on schedules submitted in advance to MCSD, from March 5 through July 15, 2025.

3.3 Facility Use Scheduling Protests

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

Section 4. Operational Standards

4.1 Conduct and Disorderly Persons

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

4.2 Staffing

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

4.3 Equipment and Supplies Storage

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

4.4 Safety

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

4.5 Use of Equipment

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

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

4.6 Entry by DISTRICT

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

4.7 Environmental Sensitivity

ORGANIZATION agrees that all use by ORGANIZATION shall be conducted in a manner within the intended use of Hiller Sports Complex and with respect to the surrounding neighborhood and community. ORGANIZATION shall abide by all rules and regulations established by the DISTRICT stating that the use of pesticides, herbicides and related products at the Hiller Sports Complex and surrounding areas are strictly prohibited.

4.8 Equal Opportunity and Non-Discrimination Clause

ORGANIZATION shall not discriminate in its offering of programs at Hiller Sports Complex and all duties related to such offering on the basis of race, color, national origin, religious creed, ancestry, sex, age, or physical handicap and shall comply with all applicable state and federal statutes and regulations prohibiting discriminatory practices and/or conduct.

DISTRICT has zero tolerance for harassment or any other form of discriminatory behavior, as set forth in this Policy Against Discrimination. The DISTRICT will 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 patrons of facilities adhere to MCSD policy. MCSD will respond to any discriminatory behavior in an appropriate manner, including, but not limited to, termination of facility agreement and/or future facility use, reporting to appropriate legal authorities or other appropriate responses. All incidences of discriminatory behavior are to be reported to the MCSD General Manager immediately.

For all communications, both written and electronic, DISTRICT does not tolerate any correspondence that degenerates into improper use. DISTRICT's technology resources are governed by District policies. Under no circumstances may anyone use DISTRICT'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.

4.9 Americans with Disabilities Act Compliance

DISTRICT shall indemnify, defend, and hold harmless ORGANIZATION from any fines or penalties which may be imposed upon it pursuant to the Americans with Disabilities Act as a result of DISTRICT's failure to make any required improvements to the premises as required by the Americans with Disabilities Act.

ORGANIZATION shall be responsible for compliance with any and all requirements of the Americans with Disabilities Act with respect to the operation of recreation programs for which ORGANIZATION is responsible. ORGANIZATION shall indemnify, defend, and hold harmless DISTRICT from and against any and all claims, causes of action, damages, fines and/or penalties pursuant to the Americans with Disabilities Act arising, in whole or in part, as a result of the ORGANIZATION's failure or alleged failure to comply with any requirements of the Americans with Disabilities Act with respect to operation of recreation programs which ORGANIZATION is responsible.

4.10. Compliance with Law

ORGANIZATION and DISTRICT shall comply with and conform to all laws and regulations, state and federal, and any and all requirements and orders of any state or federal board or authority, present or future, in any way relating to the condition or use of Hiller Sports Complex throughout the entire term of this AGREEMENT.

4.11. District Coordination

DISTRICT shall employ a Parks & Recreation Director who shall be the primary contact person with the ORGANIZATION.

Section 5. Prohibited Actions

ORGANIZATION shall not:

- a) Use of Hiller Sports Complex for any purpose other than as authorized in this AGREEMENT and as authorized in the most current Facility Use Schedule; or
- b) Do or permit to be done anything which may interfere with the effectiveness or accessibility of Hiller Sports Complex, nor do or permit to be done anything which may interfere with free access and passage in Hiller Sports Complex or the public areas adjacent thereto, or in the streets or trails adjoining Hiller Sports Complex, or hinder police, fire fighting, or other emergency personnel in the discharge of their duties; or
- c) Interfere with the public's enjoyment and use of Hiller Sports Complex for any purpose which is not essential to public safety; or
- d) Rent, sell, lease, or offer any space for any articles whatsoever within or on Hiller Sports Complex without the written consent of the DISTRICT; or

- e) Place any additional lock of any kind upon any door, cabinet, or storage bin, unless a key therefore is provided to the DISTRICT, and upon expiration or termination of this AGREEMENT; or
- f) Erect, construct, or place any permanent structure upon any portion of the premises without written authorization from DISTRICT; or
- g) Use or allow Hiller Sports Complex to be used for any improper or unlawful purposes or for purposes in violation of Article IV of the McKinleyville Community Services District's Rules and Regulations; or
- h) Allow vehicles access to the concession area via the 10-foot sidewalk driveway access point except for loading and unloading only. The sidewalk driveway area must be kept clear for access to emergency vehicles. All vehicles must park in the parking area.

Section 6. Insurance

6.1. Minimum Scope

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

6.2. Proof of Insurance

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

Section 7. Hold Harmless, Indemnity and Release Forms

7.1. Hold Harmless and Indemnity

Except for the active negligence or willful misconduct of DISTRICT, ORGANIZATION undertakes and agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless DISTRICT and all its officers, agents, assigns, and employees from and against any and all suits, actions and causes of action, claims, liens, demands, obligations, proceedings, loss or liability of every kind and nature in connection with or arising directly or indirectly out of this AGREEMENT whatsoever and/or ORGANIZATION's use

of the Hiller Park Complex (and surrounding areas), for death or injury to any person including DISTRICT's officers, agents, assigns, and employees, or damage or destruction of any property of either party hereto or of third parties arising out of or in any manner by reason of, or incident to, the performance of this AGREEMENT on part of ORGANIZATION and/or ORGANIZATION's use of the Hiller Park Complex (and surrounding areas), by its officers, agents, assigns, program participants and employees of any tier.

7.2. Participant Liability Release Forms

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

Section 8. Utilities

8.1. Water

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

8.2. Gas and Electric

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

Section 9. Maintenance

9.1 Ongoing Facility Maintenance

DISTRICT shall provide for all ongoing maintenance of Hiller Sports Complex. ORGANIZATION shall be required to pay a fee based on expenses related to ongoing maintenance as approved by the MCSD Board of Directors. ORGANIZATION may be allowed to decrease their portion of the maintenance fee through the use of in-kind labor or materials that assists with maintenance of the site within the scope of the DISTRICT's maintenance plan or Capital Improvement Plan for the site. Financial credit for approved in kind donation of labor or materials shall be granted only for labor or donations completed for facility maintenance as per the required steps outlined in Exhibit F. Credit shall not be granted for volunteer labor or materials pertaining to field preparation for games. DISTRICT shall assign specific financial value to one volunteer labor hour and or donated materials based on the value of cost saved in DISTRICT paid labor and/or materials. DISTRICT shall base

ORGANIZATION's field use fees on the total financial value of approved in-kind labor and/or materials subtracted from the total financial value of site use. The financial value of in-kind labor or material donations, if in excess of the total field use fee, is not allowed to be placed as a credit toward future facility use.

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

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

ORGANIZATION agrees to perform general maintenance of the field site, including but not limited to, field preparation before games, grounds cleanup, restroom cleanup, re-stocking janitorial supplies, general cleanup of the concession stand & parking lot, and trash disposal. These operation and maintenance responsibilities are further explained in Exhibit D, and will not be considered as in-kind labor for the purposes of reducing fees for field and concession use during the period of March 5 through June 15, 2025

9.2. Facility Damages and Repairs

The ORGANIZATION shall be held responsible for all damage or vandalism to District facilities occurring during the ORGANIZATION'S use of the facilities. Upon notification by the DISTRICT, the ORGANIZATION is responsible to repair all damages immediately, or within a schedule approved by the DISTRICT. If ORGANIZATION is unable or unwilling to repair damage immediately, the DISTRICT reserves the right to make the necessary repairs and bill ORGANIZATION for all costs. The ORGANIZATION is responsible to reimburse the DISTRICT within thirty days (30) of presentation of the bill.

Exception: The concession and snack bar area is the sole responsibility of the ORGANIZATION during the entire period of this AGREEMENT. Repair of any and all damage occurring to the concession stand during the AGREEMENT period is the sole responsibility of the ORGANIZATION.

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

9.3. Site Improvements

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

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

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

Section 10. Purchasing

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

Section 11. Sales

11.1. Participant Registration

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

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

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

11.2. Advertising

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

11.3. Concessions

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

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

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

Section 12. Licenses and Permits

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

Section 13. Unavoidable Delays

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

Section 14. Amendments and Assignments

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

Section 15. Taxes

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

Section 16. Resolution of Disputes

16.1. Process for Resolution

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

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

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

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

16.2. Attorney's Fees

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

Section 17. Notices

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

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

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

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

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

Section 18. Compensation

18.1. Funding for Facility Development

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

18.2. Facility Use and Additional Fees

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

ORGANIZATION agrees to pay a Cleaning/Damage deposit in the amount of \$1,500.00 to MCSD for the use of Hiller Sports Complex. MCSD may use the Cleaning/Damage deposit for reimbursement of any costs related to additional cleaning requirements, additional turf maintenance, and/or field & turf

damages during the use of ORGANIZATION (see Exhibit D). This deposit must be paid in full prior to the start of the season.

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

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

Labor:	\$45.00/hour
Mower:	\$25.00/hour
Utility Vehicle:	\$35.00/hour
Tractor:	\$40.00/hour
Backhoe:	\$70.00/hour
Dump Truck:	\$50.00/hour
Boom Truck:	\$85.00/hour
Call out Fee	\$150 per occurrence + labor cost if time spent exceeds 2 hours

18.3. Delinquent Payment

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

Section 19. Law Governing

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

Section 20. Term

20.1. Term and Extensions

Subject to the provisions of this AGREEMENT, the term of this AGREEMENT shall commence on the date herein and shall continue through and including the 15th day of July 2025

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

20.2. Termination by DISTRICT

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

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

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

20.3. Termination by ORGANIZATION

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

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

20.4. Disposition of Certain Property

ORGANIZATION hereby acknowledges and agrees that any and all equipment and all DISTRICT purchased equipment and materials used in connection with Hiller Sports Complex shall remain the property of the DISTRICT, and ORGANIZATION acknowledges that it shall not be entitled to remove such

property from Hiller Sports Complex upon the expiration or termination of this AGREEMENT, regardless of reason.

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

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

James Biteman, President of the Board of Directors

ATTEST: _____
Joseph Blaine, Secretary to the Board of Directors

Humboldt Fastpitch Softball Association

President of Humboldt Fastpitch Softball Association

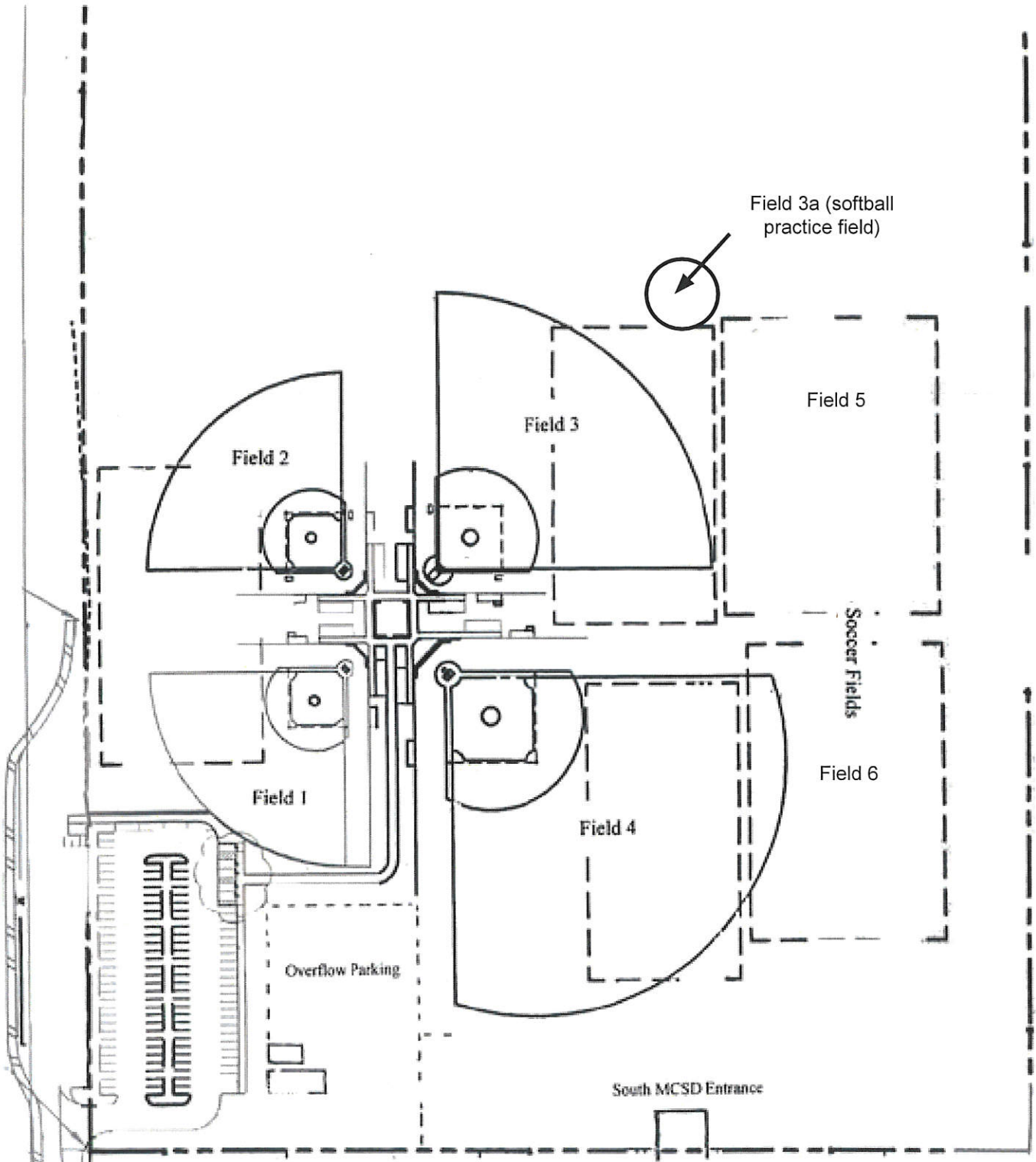
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The Facility Use AGREEMENT Checklist

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

<u>Item:</u>	<u>Completed:</u>	<u>Date:</u>
Completed District Facility Use Form		
League Schedule		
Tournament Schedule (if applicable)		
Practice Schedule		
Proof of Insurance		
Phone List of Managers and Board Members		
Facility (emergency) Cell Phone #		
All Other Field Usage Requests		
Coach/Manager Contact Information		
Organization Liability Release Form		

McKINLEYVILLE COMMUNITY SERVICES DISTRICT
Hiller Sports Complex - Site Map



ARTICLE IV - PARKS AND RECREATION

REGULATION 40 - RECREATION AND PARKS ADVISORY COMMITTEE

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

- (a) One (1) non-voting member shall be a member of the District Board.
- (b) The remaining ten (10) members will be regular voting members. Of the ten (10) regular voting members, one (1) will be a member of the McKinleyville Area Fund Board of Directors nominated by the McKinleyville Area Fund Board of Directors.
- (c) When possible two (2) of the ten (10) regular voting members shall be High School students, nominated by the McKinleyville High School Principal.
- (d) The two (2) alternate members will not become voting members unless a regular voting member is absent. In the event that both alternates are present when only one regular member is absent, the alternates will decide upon which of the two (2) will fill the absent chair by a mutually agreed upon method. In the event the alternates cannot determine a method of decision, the committee chair will choose an appropriate decision-making method.
- (e) All members of the Parks and Recreation Committee will represent to the extent possible various recreational and outdoor interests of the community including but not limited to business, environmental, equestrian, sports, seniors, trails and youth. Recommendations for appointment may be made by the then current members of the committee.
- (f) Any citizen, residing in the service area of the McKinleyville Community Services District may apply to the District Board for appointment to fill vacant seats on the Parks and Recreation Committee.

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

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

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

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

- (a) Appointment of District Board Members shall be for a term of one (1) year. Such member shall be a non-voting member.
- (b) Appointment of the McKinleyville Area Fund member and non-student community members shall be for a term of four (4) years. The term for student members shall be up to 4 years, limited by their High School graduation date.
- (c) Terms of the other non-Board of Director committee members shall be staggered so that no more than two (2) terms shall expire in any given year.
- (d) The annual expiration date of appointment shall be January 31st.

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

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

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

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

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

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

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

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

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

- (a) To serve in an advisory capacity to the Board of Directors and District Staff in all matters pertaining to public recreation, parks, open spaces, natural resources and their respective facilities;
- (b) To make recommendations to the Board of Directors and District Staff with respect to the provisions of the annual budget for recreation and parks purposes;
- (c) To recommend to the Board of Directors acceptance or rejection of offers of donations of money, personal property and real property to be used for open space, recreation, resource management, and parks purposes;
- (d) To recommend to the Board of Directors a comprehensive recreation, park, and open space management services program for the inhabitants of the District, to promote and stimulate public interest therein, and to solicit to the fullest extent the cooperation of school authorities and other public and private agencies interested therein;
- (e) To recommend for adoption by the Board of Directors rules and regulations for the use and improvement of the District's recreation services and parks and their respective facilities;
- (f) To recommend to the Board of Directors and District staff policies for the acquisition, development and improvement of recreation, parks and open space areas; and
- (g) To perform such other duties relating to recreation and park matters as may be prescribed by the Board of Directors.

REGULATION 41 - RECREATION AND PARK SYSTEM

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

- (a) Willfully mark, deface, injure, tamper with, or displace or remove any buildings, bridges, tables, benches, fireplaces, railings, bleachers, ball fields, water lines, paving or paving materials or other public utilities or parts thereof, signs, notices or placards, whether temporary or permanent, monuments, stakes, posts or other boundary markers, or other structures or equipment, or recreation and parks system property or appurtenances whatsoever, either real or personal.
- (b) Litter, soil or defile buildings, structures, grounds, equipment or other recreation and parks system property or appurtenances whatsoever. Trash, litter and other debris must be deposited into the proper receptacles.
- (c) Remove any soil, rock, stones, turf, trees, shrubs, or plants, down timber or other wood or materials or make any excavations by tool, equipment or any other means or agency.
- (d) Construct or erect any building or structure of whatever kind, whether permanent or temporary in character, or run or string any public utility into, upon or across such land except by District permit.
- (e) Trespass upon any area where prohibited.
- (f) Hunt, molest, or otherwise harm wildlife and plant life within the recreation and parks system.

- (g) Announce, advertise or call the public attention in any way to any article or service for sale or hire, except by District permit.
- (h) Paste, glue, tack or otherwise post any sign, placard, advertisement, or inscription whatever, nor shall any person erect or cause to be erected any sign whatever within the recreation and parks system without permission from the District.
- (i) Use any system for amplifying sounds, whether for speech or music or otherwise within the recreation and parks system unless a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit is first secured from the District.
- (j) Discharge any weapon of any type within the recreation and park system boundaries for any reason.
- (k) Make fires of any type for any reason in any area that is not properly equipped and designated to contain a fire.
- (l) Use model rockets and remote control model airplanes in McKinleyville Parks and Open Space without prior written approval from the District's General Manager.

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

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

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

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

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

- (a) Non-motorized vehicles shall be defined as any form of transportation in which human or gravitational energy powers the source of transportation. Examples of such transportation are defined as bicycles, skateboards, roller blades, roller skates, etc.

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

Rule 41.05. CONDUCT - ALCOHOLIC BEVERAGES

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

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

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

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

REGULATION 42 - OPERATION OF PIERSON PARK

Rule 42.01. GAZEBO BARBECUE COMPLEX - the gazebo barbecue complex is defined as the area encompassed by the gazebo located in the central portion of the park. Individuals or organizations desiring organized use of any portion of the gazebo barbecue complex for an

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

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

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

Rule 42.04. PICNIC PAVILION AND BARBECUE - the picnic pavilion is defined as the large covered picnic area to the west of the playground and east of the horseshoe pits. Individuals or organizations desiring organized use of any portion of the picnic pavilion and barbecue may do so by obtaining a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit only.

Rule 42.05. SKATEPARK – The skatepark is defined as the constructed concrete structures and amenities located south of the Law Enforcement Facility and west of the Bocce Ball courts.

The Skatepark is unsupervised and open to the public for skateboarding, skating and enjoyment of non-motorized, non-electric wheeled recreational devices. Use of the Skate Park is considered a Hazardous Recreational Activity. Falls are likely to occur and can result in serious injury, paralysis, or death. All participants in this activity knowingly accept the responsibility for their actions and the risks associated with engaging in this hazardous recreational activity. The District will not be liable for injuries incurred by persons participating in any such hazardous recreational activities. PATRONS OF THE SKATEPARK SHALL:

- a) Be required to wear protective gear including a helmet, elbow pads and knee pads at all times.
- b) Be courteous to all users and patrons of the park.
- c) Not bring food or glass containers into the skatepark
- d) Not consume alcohol at the skatepark
- e) Not smoke or vape within the park
- f) Not use the skatepark if hazardous conditions exist.
- g) Report any hazardous conditions to the MCSD Parks & Recreation Dept. at 707-893-9003
- h) Use ONLY non-motorized and non-electric wheeled recreation devices within the skatepark

Rule 42.06. OVERNIGHT USE PROHIBITED - there is to be no camping or loitering on the park grounds or structures between sunset and sunrise unless a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit are first obtained from the District.

Rule 42.07. FIRES - fires will be allowed on grounds only in those areas equipped with District provided equipment designated and in portable barbecues designated for the containment of fires.

Rule 42.08. PETS - the designated off leash area is defined as the area of the park east of Azalea Hall's Hewitt Room and north of the gazebo. Horses are not allowed.

Rule 42.09. PETS - the designated off leash area is defined as the area of the park east of Azalea Hall's Hewitt Room and north of the gazebo. Horses are not allowed.

REGULATION 43 - OPERATION OF HILLER PARK

Rule 43.01. PICNIC AREA USE - the picnic area and playground is defined as the area of the fenced in area of the park east of the perimeter of the Botanical Garden. Individuals or organizations desiring organized use of any portion of the picnic area in Hiller Park for the purpose of holding organized functions may do so by reserving the space through the completion of a Park Reservation Form and paying the associated fees.

Rule 43.02. PETS - the designated off leash area is defined as the area west of the split rail fence, south of the wastewater treatment plant, and east of the fork in the trails that head west to the bluffs and north around the treatment plant. Horses are prohibited in the picnic area.

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

Rule 43.04. OVERNIGHT USE PROHIBITED - there is to be no camping or loitering on the park grounds or structures between sunset and sunrise unless an explicit written permission and a use agreement for overnight use are first obtained from the District.

REGULATION 44 - OPERATION OF LARISSA PARK

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

REGULATION 45 - PERMITS, FEES AND DEPOSITS

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

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

- (a) A "Special Event" shall be defined as use deemed to be non-programmatic with estimated attendance of less than 500 persons and no more than posted capacities at indoor facilities; for which off road and facility parking space is adequate; for which

street closures are not required; and for which cancellation of approved vendor programs is not required.

- (b) A "Large Scale Community Event" shall be defined as use deemed to be non-programmatic with estimated attendance of more than 500 persons but no more than posted capacities at indoor facilities or for which off-road and facility parking space is adequate; or for which street closures may be required; or for which cancellation of an approved vendor program is required.
- (c) A "Vendor Contract" shall be defined as use by those individuals approved by the District Board of Directors, offering ongoing programs on a regular basis for no more than twelve months.

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

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

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

- (a) A "Non-Profit Group" shall be defined as any group or organization which can supply proof of non-profit status via the Internal Revenue Service code. Other Governmental entities shall be considered as falling within the guidelines of this definition.
- (b) A "Vendor" shall be defined as an individual or organization, approved by the District Board of Directors that has a fully executed vendor contract for use of District facilities.
- (c) A "Private Citizen/Business" shall be defined as other potential users not fitting within the "non-profit group" or "vendor" definition.
- (d) A "Commercial Event" shall be defined as an event being held for the purpose of private financial gain for an individual or organization.
- (e) An "Event Host" shall be defined as a District employee who has received training regarding use of District facilities for outside events. Event hosts are required for all events except those taking place at Azalea Hall concurrently with McKinleyville Senior Center events or at District facilities for those events sponsored by a District approved vendor.
- (f) The "All Day Rate" shall be defined as a fee charged specifically for use of the Hewitt Room at Azalea Hall and which includes access to the facility for a maximum of twelve continuous hours.

- (g) The “Half-Day Rate” shall be defined as a fee charged specifically for use of the Hewitt Room at Azalea Hall and which includes access to the facility for a maximum of six continuous hours.
- (h) The “Off-Peak Use Discount” shall be defined as a 25% discount on hourly rates only which can be applied to the following facilities and hours only: Activity Center-Monday through Friday before 3:00p.m; Azalea Hall-Sundays and Monday through Thursday after 4:00p.m.

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

ACTIVITY CENTER

Non-Profit Groups/Vendors	\$38.75/hour
Private Citizen/Business	\$55.00/hour

AZALEA HALL-ENTIRE FACILITY

Non-Profit Groups/Vendors	\$67.75/hour
Private Citizen/Business	\$90.00/hour

AZALEA HALL-HEWITT ROOM

Non-Profit Groups/Vendors	\$53.00/hour
Private Citizen/Business	\$65.75/hour
All Day Rate	\$550.00
Half Day Rate	\$332.00

AZALEA HALL-MEETING ROOM

Non-Profit Groups/Vendors	\$19.50/hour
Private Citizen/Business	\$26.00/hour

AZALEA HALL-KITCHEN

All Users	\$19.50/hour
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LIBRARY CONFERENCE ROOM

Non-Profit Groups/Vendors	\$28.75/hour
Private Citizen/Business	\$31.75/hour

TEEN CENTER-ENTIRE FACILITY

Non-Profit/Vendors	\$73.50/hour
Private Citizen/Business	\$91.00/hour
All Day (12 hr) Rate	\$950.00
Half Day (6 hr) Rate	\$495.00

TEEN CENTER-MULTI PURPOSE ROOM

Non-Profit/Vendors	\$42.50/hour
Private Citizen Business	\$51.00/hour

TEEN CENTER-MUSIC ROOM

Non-Profit/Vendors	\$27.00/hour
Private Citizen Business	\$34.25/hour
All Day (8 hr) Rate *weekends only	\$222.00

TEEN CENTER-KITCHEN

Private Citizen/Single Use	\$38.00/hour
Non-Profit/Vendor	\$28.75/hour

PARKS

Gazebo Picnic Area	\$58.25/4 hrs
Picnic Pavilion	\$114.00/4 hrs
Special Event	\$174.00/day
*Commercial Events	\$281.00/day
*Requires Facility Host @ \$36.25 per hour unless overtime wages apply	

SPECIAL EVENT SERVICES

Event Staff	\$19.50/hour
Event Setup	
Events with less than 100 persons	\$91.25
Events with 101-200 persons	\$127.50
Events with more than 200 persons	\$159.50

Event Cleanup

Events with less than 100 persons	\$159.50
Events with 101-200 persons	\$191.00
Events with more than 200 persons	\$234.00

Rule 45.03.c. EVENT SERVICES FEES - the District shall charge a fee of \$19.50 per hour for an event host for those events requiring such a host. The minimum charge shall be two hours. Other events service fees shall be determined each year and are based on the direct expense associated with providing said service. Such event fees shall be established and adopted by the Board.

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

Rule 45.04. DEPOSIT - a facility usage deposit, as established and adopted by the District Board must accompany each facility usage permit request for any facility usage permit required hereunder. The facility usage deposit shall be refunded to the applicant within fifteen working days if the facility is restored to pre-use conditions. If District clean-

up is required to restore the facility to pre-use conditions or damage is noted to the facility, any refund will be less the expense associated with returning the facility to pre-use conditions.

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

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

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

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

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

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

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

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

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

- (a) The individual or organization seeking permission for sale or service of alcoholic beverages must file, with the District, a facility usage permit request for the facility in which the sale of alcoholic beverages is requested;

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

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

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

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

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

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

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

REGULATION 46 - ENFORCEMENT

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

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT
Hiller Sports Site Master Facility Fee Schedule

Facility Use Fees

<u>Turf Field Use</u>	\$33.00/hour per field
<u>Turf Field Use (Youth Sport Org)</u>	\$16.50/hour per field
<u>Baseball Field Use</u>	\$33.00/hour per field
<u>Baseball Field Use (Youth Sport Org)</u>	\$ 16.50/hour per field
<u>Softball Field Use</u>	\$33.00/hour per field
<u>Softball Field Use (Youth Sport Org)</u>	\$16.50/hour per field

Tournament Use

25% reduction from regular hourly rates. Tournaments must have a minimum of 4 teams and 8 hours of continuous play per day.

Additional Fees

<u>Field Preparation- Ballfields</u>	\$45/hour per field
<u>Field Preparation- Turf Areas</u>	\$45/hour per field
<u>Concession Stand Use- Regular weekdays</u>	\$15/day
<u>Concession Stand Use- Regular weekends</u>	\$25/day
<u>Concession Stand Use-Youth Sport Season</u>	\$165/month

*Month is calculated by consecutive days of organization's occupation of the concession stand. 30 day = 1 month
 "Occupation" is defined as: the storing equipment, food etc in concession stand.*

<u>Concession Stand Use- Tournaments</u>	\$25/day
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<u>Facility Usage Deposit</u>	Variable
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<u>Facility Usage Deposit</u>	\$100
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Required only for those groups/individuals not having and maintaining a current Agreement with the District.

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

Department of Parks & Recreation Department

OPERATION & MAINTENANCE RESPONSIBILITIES HILLER SPORTS COMPLEX

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

1. **Ball Diamond Preparation, Maintenance & Safety Seminar:**
 - a. Prior to the start of the season, designated ORGANIZATION representative(s) involved with field maintenance must attend a 1-hour Ball Diamond Preparation Maintenance & Safety Seminar with MCSD staff.

2. **In-Kind Field Maintenance:**
 - a. Any field maintenance performed by ORGANIZATION representatives must be pre-approved in writing by the DISTRICT in order to be considered as "in-kind labor" for credit towards facility use fees.
 - i. Any maintenance done without pre-approval from the DISTRICT will not be eligible for credit.

3. **Field Preparation:**
 - a. All field preparation will be the responsibility of ORGANIZATION.
 - b. If necessary ORGANIZATION may request MCSD to prep ball fields for a fee.

4. **Field Repairs:** (See section 9.2. of the Facility Use Agreement.)
 - a. ORGANIZATION shall be held responsible for all damage or vandalism to District facilities occurring during ORGANIZATION's use of the facilities.
 - b. Upon notification by MCSD, ORGANIZATION is responsible to repair all damages immediately, or within a schedule approved by MCSD.
 - c. If ORGANIZATION is unable or unwilling to repair the damages, MCSD reserves the right to make the necessary repairs and bill ORGANIZATION for all costs.
 - d. Damaged or unsafe fields shall be unavailable for use until repairs are completed.

5. **Grounds, Daily Restroom & Parking Lot Cleanup:**
 - a. ORGANIZATION agrees to clean grounds and to monitor, patrol, and keep the bathrooms and parking lot clean during their usage.
 - b. Grounds are to include the sports fields, sidewalks surrounding the concession area, under the bleachers, and the sidewalk pathway leading to the parking lot.
 - i. Cleaning of grounds is to include:
 1. Trash pick-up and disposal (**NOTE: the dumpster on site at HSS is owned by McKinleyville Little League and may not be available for use by other Organizations utilizing Hiller Sports Site*)
 2. Sweeping of bark and mulch back into landscape areas
 - c. Restroom cleaning shall include sweeping garbage and debris from floors, stocking supplies as necessary, and removing garbage.
 - d. If multiple organizations are using Hiller Sports Site simultaneously all organizations shall share the burden of clean-up. DISTRICT will develop a schedule for grounds clean-up responsibility, based upon percentage of field use each week.
 - i. Each Organization will be required to ensure clean-up is completed on the dates assigned to the Organization for clean-up by the DISTRICT. If ORGANIZATION wishes to purchase clean-up services from the DISTRICT

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

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

6. General Cleanup of the Concession Stand:

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

7. Overflow Parking:

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

8. Trash Disposal:

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

9. Supervision of Children:

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

10. Rain Cancellations:

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

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT Parks & Recreation Department

Guidelines for Cancellation of Activity on MCSD Athletic Fields

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

Examples of conditions that require cancellation of an athletic activity:

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

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

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

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

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

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

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

- 1) In Kind Labor request proposals must include:
 - a. Description of the labor to be performed
 - b. Estimated number of labor hours required to perform the work
 - i. District reserves the right to determine the amount of credit granted for labor hours based on the equivalent time/labor cost that DISTRICT staff would have spent on the same task.

- 2) In Kind Material Donation request proposals must include:
 - a. Description of the dollar value of the material being donated
 - i. DISTRICT reserves the right to determine the amount of credit granted for material donations based on the amount the DISTRICT would have spent on the necessary material.
 - b. Name of the business from which the material is being purchased or donated.
 - c. Name and contact information of the individual making the donation on behalf of the ORGANIZATION.

- 3) Credit for In Kind Material Donations will only be considered when supporting documentation for the value of the donation is provided, such as receipts/ invoices for cost of material.

HILLER SPORTS SITE

"In Kind Work" & Field Modification Request Form

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

ORGANIZATION: _____

NAME OF REPRESENTATIVE: _____

PHONE: _____ DATE OF REQUEST: _____

PROJECT: _____

PROJECT TIMELINE: _____

SIGNATURE OF ORG. REPRESENTATIVE: _____

FOR DISTRICT USE ONLY

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

NOTES FROM MCSD: _____

SIGNATURE OF MCSD REPRESENTATIVE: _____

McKinleyville Community Services District

BOARD OF DIRECTORS

March 5, 2025

TYPE OF ITEM: **ACTION**

ITEM: E.1 **Discuss and Consider Approval of Organizational Chart Revision to Add Environmental Programs Coordinator**

PRESENTED BY: **Samantha Howard, Finance Director**

TYPE OF ACTION: **Roll Call Vote**

Recommendation:

Staff recommends that the Board review information provided, discuss, take public comment and approve the revision of the Organizational Chart to add Environmental Programs Coordinator.

Discussion:

As the Board is fully aware, the District was granted 599 acres of land in 2024, which is now the McKinleyville Community Forest. Since the receipt of this land, District staff is working tirelessly to implement rules and regulations, create and facilitate the McKinleyville Community Forest Committee and two subcommittees, chase grants for infrastructure and forest management, map and establish trails, work with partnership groups, and countless other projects current and incoming along with fielding calls and responding to emails. The projects and responsibilities of the Community Forest have become, and will continue to be, overly strenuous, on an already fully busy staff, across multiple departments.

District staff proposes an immediate revision of the Organizational Chart with an addition of a new position in the Parks and Recreation Department titled Environmental Programs Coordinator. This position will be full-time, fully benefited, and on the same salary schedule as the existing Recreation Coordinator position.

Under general supervision of the Parks & Recreation Director, the Environmental Programs Coordinator will oversee the administration, conservation, and management of the McKinleyville Community Forest and other open space environments within the District, for recreation, ecological health, and community engagement activities. In order to help fund this position, their work will be split between the Parks and Recreation Department and Water & Sewer Operations. This position will be responsible for the facilitation and coordination of advisory committee and subcommittee meetings, managing and obtaining community forest and water & sewer grants, and coordinating environmental permitting, CEQA permitting, conservation, recreational, volunteer, and educational programs and efforts; and other administrative tasks as assigned.

The addition of this position will allow the District to pursue additional grant funding that it is currently unable to due to time constraints, which will hopefully help fund this position. A major benefit for finding the correct person to fill this position is it will allow executive staff to return focus to more pressing executive responsibilities.

Alternatives:

Take no action.

Fiscal Analysis:

Annual loaded payroll for the Environmental Program Coordinator is estimated to be \$77,656 for the first year; this will be split 34% Parks and Rec, 33% Water, 33% Sewer.

For the remainder of fiscal year 2024-25, April to June, the financial impact to the Parks and Recreation payroll budget will be an increase of approximately \$8,801 and \$17,084 for Operations. Both estimates are well below the 10% budget revision requirement.

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Environmental Program Coordinator Full Job Description.
- Attachment 2 – Revised Organizational Chart

**MCKINLEYVILLE COMMUNITY SERVICES DISTRICT
Parks & Recreation Department
JOB DESCRIPTION**

Environmental Programs Coordinator (full-time)

Relationships

Reports To:	Parks & Recreation Director
Type of position:	Supervisory (Non-exempt)
Indirect Subordinate Staff:	Maintenance Worker Seasonal Laborer Volunteers
Direct Subordinate Staff:	Program Coordinator Recreation Leader I Recreation Leader II After-School Leader Volunteers Leisure Class Instructors
Other Internal Contacts:	Employees in the District Volunteers
External Contacts:	Senior Center Director Members of the General Public Employees of Other Organizations

Summary Statement

- Under general supervision of the Parks & Recreation Director, the Environmental Programs Coordinator will oversee the administration, conservation, and management of the McKinleyville Community Forest and other open space environments within the District, for recreation, ecological health, and community engagement activities. This role will be responsible for the facilitation and coordination of advisory committee and subcommittee meetings, managing and obtaining grants, and coordinating conservation, recreational, volunteer, and educational programs and efforts; and other administrative tasks assigned by the Parks & Recreation Director. In addition, the individual will act as a MCSD liaison to the public.

Typical Duties/Tasks/Responsibilities

- Advisory Committee & Stakeholder Coordination
 - Organize and facilitate meetings for the McKinleyville Community Forest Committee and subcommittees.
 - Prepare and distribute agendas, reports, and meeting minutes.
 - Engage with community stakeholders, government agencies, and partner organizations.
- Grant Writing & Management
 - Identify and apply for grants to support forest conservation, recreation, and educational initiatives.

- Oversee grant compliance, reporting, and budgeting.
- Forest & Natural Resource Management
 - Assist in implementing sustainable forestry practices and habitat restoration projects.
 - Coordinate with forestry professionals, ecologists, and regulatory agencies.
 - Monitor and report on forest and resource health, public access, and conservation efforts.
- Program Administration
 - Develop and manage policies related to forest management, public access, safety, and conservation.
 - Oversee contracts, agreements, and compliance with local, state, and federal regulations.
 - Support educational and recreational programming within the forest.
- Assess need for programs/opportunities related to the use and conservation of natural resources within the District and make programming recommendations to Management.
- Plan, organize, implement, supervise, and evaluate all natural resource programs or activities including budget, marketing, staffing, facilities, and equipment.
- Implement all District policies and procedures relating to personnel, safety and other areas as defined.
- Greet customers and the general public; direct customers and general public to the appropriate department staff.
- Answer customer inquiries, interpret policies and regulations, explain fees and rate structures, research questions on problems and follow up as required.
- Enter customer payments into the on-line computer system.
- Proficient in use of computers and capacity to work with various software programs (Word, Excel, Adobe, Outlook, Website).
- Ability to create invoices and process billing and payments.
- Share in administrative office responsibilities such as customer service, answering phones, processing payments and answering questions from patrons.
- Prepares correspondence and periodic or special reports relating to natural resource management activities.
- Provide a wide variety of general clerical work, including typing, filing and copying.
- Maintain data and complete statistical analysis of natural resource activities and programs.
- Process equipment and supply requests for approval by Dept. Head.
- Occasionally substitute for department personnel.
- Coordinate special events related to the management and use of District natural resources.
- Secure sponsors and volunteers for programs and activities as needed.
- Research and write grants to support the management, public access and conservation of natural resources within the District.
- Monitor the assigned facility for safety. Report unsafe conditions or needed repairs.
- Interact with the public and other organizations. Respond to inquiries and concerns.

- Make recommendations for strategic partnerships to Management.
- Report on Natural Resource activities and environmental programs to Management, and pertinent committees and board of directors.
- Serve as staff member on McKinleyville Community Forest Committee, and any related sub-committees.
- Attend professional meetings.
- Completion of all forms and written reports as required.
- Other duties assigned by the Parks & Recreation Director.
- Ability to follow or adhere to all District policy and procedures.

Typical Knowledge/Skills/Abilities

- Demonstrated planning skills related to natural resource management and educational activities and programs
- Demonstrated administrative experience in the implementation of natural resource management
- Knowledge of and ability to maintain safety standards.
- Knowledge of and ability to render first aid and CPR and obtain related certifications.
- Knowledge of emergency procedures.
- Knowledge of conflict resolution, negotiation, and problem-solving strategies.
- Public relations skills with individuals and groups, including handling complaints and disciplinary problems.
- Interpersonal relations with other staff members, supervisors and those supervised.
- Oral communication skills for one-on-one communications and public speaking.
- Math skills, adding, subtracting, multiplying, dividing, percentages for participant registration, budgets and statistical reports.
- Writing skills to compose letters, memorandums, marketing materials, grants, contracts, and reports.
- Reading skills to understand communication of others.
- Modern office procedures, methods, and computer equipment.
- Customer services and customer satisfaction.
- Ability to adjust to changing needs and circumstances.

Qualifications

- Bachelor's degree (or higher) in biology, forestry, natural resource management, environmental science, or a related field.
- Experience in grant writing, administration, and stakeholder engagement.
- Knowledge of forestry principles, conservation strategies, and land management practices.
- Strong organizational, communication, self-starting and project management skills.
- Ability to work independently and collaboratively with diverse stakeholders.

- Current first aid/CPR certification (within 6 months of employment).
- Current negative TB test (within 6 months of employment).
- Ability to obtain current fingerprint identification (BID 7) upon employment.
- Must possess a current California driver's license upon employment.
- Current driving record and auto insurance policy, which meets MCSD requirements.
- Experience working with the public.

Preferred Qualifications

- Experience with local government operations, forestry management, land use planning, and/or community engagement.
- Familiarity with California forest management regulations and grant funding sources.
- GIS and data analysis skills related to natural resource management.

Physical Requirements

- Seeing, hearing and speaking ability, ability to participate in and lead recreation programs, ability to stoop, ability to reach, ability to lift and carry a maximum of fifty pounds, ability to push, pull and drag heavy items.

Other Requirements

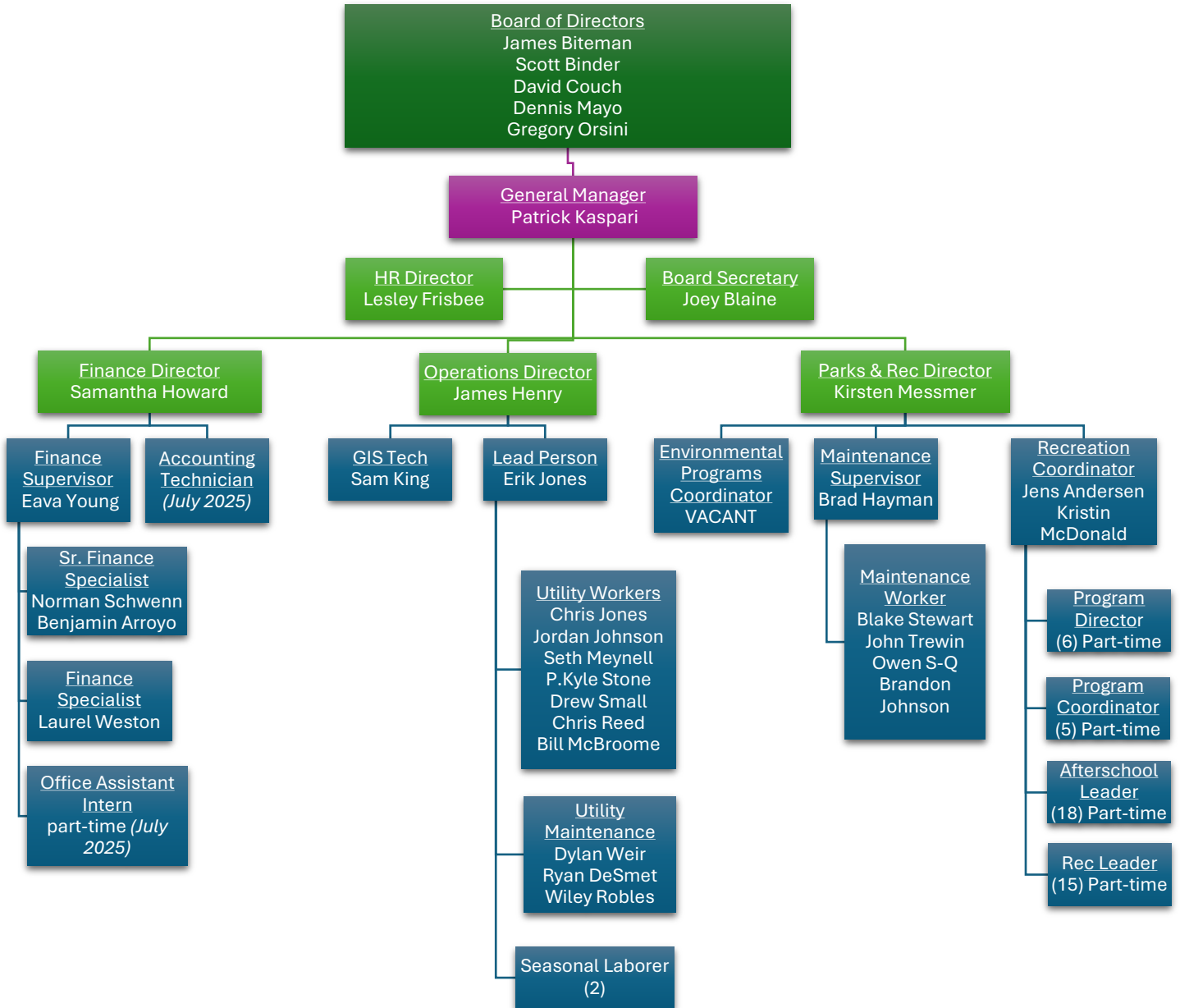
- Will require working evenings and some weekends.
- Ability to be on-call.
- Must possess a California driver's license.
- Ability to work a flexible schedule to meet the needs of the District.
- Willing to attend meetings during and after work hours.
- Compliance with clean, neat grooming standards to present a professional appearance.
- Ability to travel locally and within the state.
- Ability to follow or "adhere" to all District policy and procedures.

Machines/Tools/Equipment

- Ability to operate various recreational equipment, computer systems, office and janitorial equipment.

I have received and read the Environmental Programs Coordinator Job Description, fully understand it and freely agree to its terms.

Dated _____ Signature of Employee _____



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McKinleyville Community Services District

BOARD OF DIRECTORS

March 5, 2025

TYPE OF ITEM: **ACTION**

ITEM: E.2 **Discuss and Consider Approval of Notice of Exemption for Lead Service Line Inventory**

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

TYPE OF ACTION: **Roll Call**

Recommendation:

Staff recommends that the Board review the information provided, take public comment, and direct Staff to submit the Notice of Exemption (NOE) for the Lead Service Line Inventory for posting at the Humboldt County Recorder's Office.

Discussion:

The District is seeking funding through the State Water Resources Control Board (SWRCB) for Staff time and equipment used for conducting the Lead Service Line Inventory. As part of the application requirement, an environmental package must be submitted. One of the required elements of the environmental package is filing and the CEQA document for the project approved by the Board of Directors. In this case that will be a Notice of Exemption (NOE) (see **Attachment 1**).

In 1991, the EPA published the Lead & Copper Rule (LCR) to minimize lead and copper in drinking water. Since then, several revisions have been made to strengthen the LCR, all of which MCSD abides by. For example, the District performs lead and copper water sampling of the distribution system which is reported in the yearly Consumer Confidence Report. The District has also already performed a survey of all of our water distribution mains to confirm that there are no lead pipes in our watermain distribution system. In one of the more recent updates to the LCR, known as the Lead Copper Rule Revisions (LCRR), added a requirement to prepare and maintain an inventory of service line materials by October 16, 2024, for every distribution system in the US, regardless of testing results in the past.

Based on information provided by the SWRCB for building the service line inventory, MCSD elected to use the Stratified Random sampling technique to determine which of the 2,346 service lines that were installed prior to 1986 (the last year lead was used in water pipes) needed to be visually inspected by our operations crew. To calculate the minimum service lines to verify, in order to have a statically valid sample, MCSD utilized the sample size calculator on Calculator.Net using the 95% Confidence Interval with +/- 5% margin of error and a 50% sample proportion. This calculation gave us a minimum number of service lines to inspect of 331. Staff submitted this Inventory Approach to the SWRCB, which was approved by them and implemented by District Staff.

The Environmental Protection Agency (EPA) also announced that they would be offering funding to public and privately owned community water systems and non-profit non-community water systems who were eligible. The funding was to be run through the States. The District met the criteria for water systems serving disadvantaged communities for 100 percent (100%) loan forgiveness funding, depending on funding availability.

On October 3, 2022, the State Water Board adopted the state fiscal year (FY) 2022-23 Drinking Water State Revolving Fund (DWSRF) Intended Use Plan (IUP) including the Lead Service Line Replacement (LSLR) Supplemental IUP that describes how the first allotment of LSLR funding will be used. The projects listed that were applicable for funding were:

- Development or updating of lead service line inventories, including locating and mapping lead service lines.
- Methods of investigation to develop inventories could include visual observation, water quality sampling (non-compliance), excavation, vacuum or hydro-excavation, statistical analysis, or other emerging technologies.

This District is seeking funding for the following:

Task	Description	Fee
Task 1	Historical Records Review	\$4,914
Task 2	Creation of inspection workflow and data processing	\$3,237
Task 3	Statistical analysis for representative sample of field verifications	\$1,014
Task 4	Field Verification	\$13,116
Task 5	Compile inventory of service line inventory	\$2,847
	TOTAL FEE ALL TASKS	\$25,128

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

Minimal fiscal impact to submit NOE. See table above. If awarded, a 100% reimbursement of \$25,128.00.

Environmental Requirements:

This project is categorically exempt from CEQA per Article 19 Class 1, Section 15301(B) which states:

Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use.

Exhibits/Attachments:

- Attachment 1 – Lead Service Line Notice of Exemption

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Notice of Exemption**Appendix E**

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: _____

From: (Public Agency): _____

(Address)

Project Title: _____

Project Applicant: _____

Project Location - Specific:

Project Location - City: _____ Project Location - County: _____

Description of Nature, Purpose and Beneficiaries of Project:

Name of Public Agency Approving Project: _____

Name of Person or Agency Carrying Out Project: _____

Exempt Status: **(check one):**

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: _____
- Statutory Exemptions. State code number: _____

Reasons why project is exempt:

Lead Agency

Contact Person: _____ Area Code/Telephone/Extension: _____

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: _____

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

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McKinleyville Community Services District

BOARD OF DIRECTORS

March 5, 2025

TYPE OF ITEM: **ACTION**

ITEM: E.3 **Discuss and Consider Approval of Resolution 2025-03 Designating the General Manager, Operations Director, and Finance Director as the Authorized Representatives for the CalOES Cyber Security Grant**

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

TYPE OF ACTION: **Roll Call**

Recommendation:

Staff recommends that the Board review the information provided, discuss, take Public comment and approve Resolution 2025-03 designating the General Manager, Operations Director, and Finance Director as the Authorized Representatives for the CalOES Cyber Security grant.

Discussion:

As the Board is aware, the District was informed that MCSD was selected to receive \$250,000 in grant funding through the Fiscal Year 2024 State and Local Cyber Security grant program administered by the California Governor's Office of Emergency Service (Cal OES). The intent of this grant program is to assist local agencies to develop and implement projects that align with one or more of the applicable cybersecurity best practices as outlined in the California SLCGP Cybersecurity Plan (see https://www.caloes.ca.gov/wp-content/uploads/Homeland-Security/Documents/California_Cybersecurity_Plan_FINAL_v1.5.5_20230921.pdf)

The grant will be used to implement the following projects:

PROJECT 1 – Cybersecurity Governance Structure

MCSD proposes to develop a cybersecurity governance structure to develop a cybersecurity risk management plan and oversee its implementation.

- Stage 1 includes the formation of a committee and holding quarterly meetings to review strategies for enhancing cybersecurity.
- Stage 2 includes developing a written cybersecurity plan and a business continuity and disaster recovery plan.
- Stage 3 will develop a cybersecurity incident response plan and exercise the plan annually.
- Stage 4 will test the ability to reconstitute backups and disaster recovery in the event of a disaster on an annual basis.

PROJECT 2 – Cybersecurity Controls

This Project will consist of MCSD implementing controls to detect vulnerabilities and address gaps.

- Stage 1 includes an assessment of all technology systems to document criticality and importance of each technology solution.
- Stage 2 implements vulnerability scanning and penetration testing to understand our current cybersecurity posture and areas of risk.
- Stage 3 implements Privileged Access Management (PAM).
- Stage 4 implements Password Policy Enforcer.
- Stage 5 expands use of MFA where available.
- Stage 6 consists of removing/replacing end of life systems.

PROJECT 3 – Migration to .gov domain

To promote the delivery of safe, recognizable, and trustworthy online services by the state or local governments within the state, the District will transition to the use of the .gov internet domain.

PROJECT 4 – Training, Education, and Collaboration

MCSD will ensure personnel are appropriately trained in cybersecurity and utilize resources available at the state and federal level to stay informed of cybersecurity best practices.

- Stage 1 includes developing and providing in-person onsite training annually to all staff.
- Stage 2 involves conducting monthly security awareness training and phishing simulations.
- Stage 3 includes leveraging cybersecurity services offered by CISA and EPA in collaboration with our SCADA vendor and others in order to enhance capabilities to share cyber threat indicators and related information.

Although the District has a robust cyber security program already, this grant will allow us to formalize the plans and ensure we conform to cyber security best management practices.

On February 4th, the District received the final grant paperwork to be completed before the grant award. One of the required submittals is the designation of agents authorized to execute for and on behalf of the District, any actions necessary for the purposed of obtaining federal financial assistance through this program as detailed in Resolution 2025-03 (See **Attachment 1**).

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

This grant requires no match and the \$250,000 should cover all costs associated with the implementation of these projects.

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Resolution 2025-03

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RESOLUTION 2025 – 03

A RESOLUTION OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT FOR FEDERAL FINANCIAL ASSISTANCE PROVIDED BY THE FEDERAL DEPARTMENT OF HOMELAND SECURITY AND SUBGRANTED THROUGH THE STATE OF CALIFORNIA FOR THE STATE AND LOCAL CYBER SECURITY GRANT PROGRAM (SLGCP)

BE IT RESOLVED that the Board of Directors of the McKinleyville Community Services District that the General Manager or Operations Director or Finance Director is hereby authorized to execute for and on behalf of McKinleyville Community Services District, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subgranted through the State of California for the following Grant Award: \$82,500 from FY22 SLCGP funds and \$167,500 from FY23 SLCGP Funds, totaling a \$250,000 award.

ADOPTED, SIGNED AND APPROVED at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on March 5, 2025 by the following polled vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

James Biteman, Board President

Attest:

Joey Blaine, Board Secretary

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McKinleyville Community Services District

BOARD OF DIRECTORS

March 5, 2025

TYPE OF ITEM: **ACTION**

ITEM: E.4 **Discuss and Consider Approval of Resolution 2025-04 Designating the General Manager as the Authorized Representative for the Recycled Water Grant Application**

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

TYPE OF ACTION: **Roll Call**

Recommendation:

Staff recommends that the Board review the information provided, discuss, take Public comment and approve Resolution 2025-04 designating the General Manager as the Authorized Representatives for the State Water Resources Control Board, Recycled Water Grant.

Discussion:

The Wastewater Recycling Expansion Project includes the expansion of the MCSD's existing water recycling facilities to increase capacity, reduce operational costs, and offset groundwater extraction. The Project would not change capacity at the wastewater management facility (WWMF). The water recycling facilities currently utilize treated wastewater for irrigation of fodder crops at our Fisher and Pialorsi Ranch properties. The proposed Project would expand this existing use. The Project includes the installation of flood cells, new and replacement recycled water pipe, three pivot irrigation sprinkler systems, and electrical conduit from the adjacent Fischer Road Pump Station.

As the Board is aware, and as detailed in the CEQA documents for this project approved at the February 5, 2025 Regular Board Meeting, the District is pursuing a grant from the State Water Resources Control Board, Water Recycling Funding program. One of the required submittals is a resolution designating the "Authorized Representative" for the execution of the grant documents. As stated in the attached Resolution 2025-04, The Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto. They are designated to represent the Entity in carrying out the Entity's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the Entity and compliance with applicable state and federal laws.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

This Project has been designed and will be constructed largely through public grant funds obtained from the State Water Resources Control Board. The District received a Water Recycling Funding Program Planning Grant in 2020 in the amount of \$150,000. This grant paid for the Initial Feasibility Study and Planning documents. The intent of the SWRCB Planning Grants are that the project then applies for a Construction Grant. The District has been working with GHD to apply for a Water Recycling Funding Program Construction Grant. This Authorizing Resolution is the last part of that funding application.

Table 7.1, included as **Attachment 2**, is from the Water Recycling Planning Study, Aug. 30, 2023, and details the total costs for the final design, permitting, and construction of the proposed Project. The estimated total cost in 2026 dollars is \$5,017,427 and this is what will be included in the Grant Application. Final budgeting and project completion will depend on what grant funding is obtained. When this is known, the final project costs will be brought back to the District Board for final approval.

Environmental Requirements:

The CEQA documents for this project were approved by the Board at the February 5, 2025 Board Meeting. It is likely that other permits will be required as part of the construction process.

Exhibits/Attachments:

- Attachment 1 – Resolution 2025-04
- Attachment 2 – Construction Cost Estimate

RESOLUTION 2025 – 04

**A RESOLUTION OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT
AUTHORIZING THE GENERAL MANAGER AS THE AUTHORIZED REPRESENTATIVE FOR
THE STATE WATER RESOURCES CONTROL BOARD RECYCLED WATER GRANT**

WHEREAS, McKinleyville Community Services District (the District) has identified the need to expand the District’s current water recycling facilities to increase capacity, reduce operations costs, and offset groundwater extraction; and

WHEREAS, the District is pursuing a grant from the State Water Resources Control Board, Water Recycling Funding Program to facilitate the expansion of these facilities; and

WHEREAS, one of the required submittals is a resolution designating an “Authorized Representative” for the execution of the grant documents;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the McKinleyville Community Services District (the District) that the General Manager (the “Authorized Representative”) or designee is hereby authorized and directed to sign and file, for and on behalf of McKinleyville Community Services District, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of the Wastewater Recycling Project.

This Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

The Authorized Representative, or his/her designee, is designated to represent McKinleyville Community Services District in carrying out the District’s responsibilities under the financing agreement, including certifying disbursement requests on behalf of the Entity and compliance with applicable state and federal laws.

ADOPTED, SIGNED AND APPROVED at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on March 5, 2025 by the following polled vote:

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

James Biteman, Board President

Attest:

Joey Blaine, Board Secretary

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7.2 Cost Estimate

The following table provides a high-level, order of magnitude Class 5 cost estimate (-50% to +100%) to serve as a basis for capital project planning for the District.

Table 7.1 Project Cost Estimate

Proposed Project		
Recycled Water Pipeline & Fittings (e.g., PVC C900)		
\$26 / in-dia. / LF		
10-in Flood Cell Pipeline	1,860 LF	\$483,600
16-in RW Main to Flood Cells	1,340 LF	\$557,440
16-in RW Main to Pivots	1,900 LF	\$790,400
Pipeline Subtotal		\$1,831,440
Flood Cells		
100-ft x 200-ft \$10,000 ea. (includes grading only)	Qty 10	\$100,000
Tees, risers, alfalfa valves & appurtenances		\$100,000
Flood Cell Subtotal		\$200,000
Pivot Sprinkler Irrigation Systems		
Pivot 1: 1324' Pivot assembly with Valley Model 8000 USA Drive Train (400gpm).	25 acres	\$244,200
Pivot 2: 1592' Pivot assembly with Valley Model 8000 USA Drive Train (400gpm).	50 acres	\$272,400
Pivot 3: 1227' Pivot assembly with Valley Model 8000 USA Drive Train (400gpm).	12 acres	\$222,000
Electrical Conduit/Wire Installed from Pump Station to Pivots (\$20/ft)	5,400 feet	\$108,000
Misc. Electrical Equipment Installation & Wiring (i.e. Breakers, E-Panel, Control Panel) ¹		\$80,000
Spray Irrigation Subtotal		\$926,600
CAPEX Subtotal		\$2,958,040
Engineering (10%)		\$295,804
Construction Management (10%)		\$295,804
Environmental (5%)		\$147,902
Legal & Admin (3.5%)		\$103,531
Soft Cost Subtotal		\$843,041
Project Cost Subtotal		\$3,801,081
Contingency (20%)		\$760,216
2024 Estimate Capital Cost		\$4,561,298
2025 Estimate Capital Cost (5% additional)		\$4,789,363
2026 Estimate Capital Cost (10% additional)		\$5,017,427
¹ Cost does not include new electrical service drop		

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McKinleyville Community Services District

BOARD OF DIRECTORS

March 5, 2025

TYPE OF ITEM: **INFORMATIONAL**

ITEM: E.5 **Review Information for the Draft Capital Improvement Plan for the Operational Funds: Water, Wastewater, and Streetlights, FY2025-26**

PRESENTED BY: **Samantha Howard, Finance Director**

TYPE OF ACTION: **None**

Recommendation:

Staff recommends the Board review, discuss, and take public comment on the Draft Capital Improvement Plan Budget for the Water, Wastewater, and Streetlights Funds. The Final CIP budget will be brought back to the Board for approval at the June 4, 2025 regularly scheduled Board meeting.

Discussion:

The District's Debt Management Policy is that projects that exceed \$500,000 be funded through debt. Other capital improvement projects that do not meet the \$500k threshold are funded as Pay-Go with regular operating funds. At the end of 2021/early 2022, the District sold Certificates of Participation (COPs) to fund upcoming Water and Sewer capital improvement projects. As of January 31, 2025, the remaining balance in the Water System Series A COPs was \$1,082,922.00 and in the Wastewater System Series B COPs was \$3,155,300.29. This debt will be used to fund upcoming capital improvement projects that exceed the \$500k threshold.

The water projects that exceed the \$500k threshold in the FY 2025-26 CIP include finishing the 4.5MG Water Tank, the painting of the Norton Water Tank 2A, replacement of McCluski Tank 3, as well as the Water Main Rehab projects. The Water Main Rehab \$1M value is an annual set-aside to build reserves to fund the rehab of the water main distribution system. There are no watermain replacement projects planned for FY 25-26. District Staff are in the process of planning for the next rehab project.

The 4.5MG Tank is projected to be complete by the end of fiscal year 24/25; however, \$1M has been set aside for fiscal year 25/26 in the event that the tank is not complete in FY 2024/25. As of March 2025, there is \$1,887,745.33 remaining in the FEMA grant that is the primary funding source for this project as well as \$442,104.50 remaining with the North Coast Resource Partnership grant, for a total of \$2,329,849.83 remaining in grant funding. As of January 2025, there is \$3,926,590.22 remaining in the construction contract. We currently have \$1,082,922 left in the Water COPs that will fund the estimated \$750,000 needed

to paint the Norton Water Tank. This will leave approximately \$332,922 in bond funding that will be used to partially fund the McCluski Tank Replacement paired with grant funding yet to be secured.

Sewer projects that exceed the \$500k threshold are the Sewer Main Rehabilitation projects, the Fischer Lift Station Upgrade, and the Recycled Water Project. The 2025/26 fiscal year has \$1M set aside the Sewer Main Rehabilitation; this is similar to the Water Main Rehabilitation and is an annual set-aside to build reserves to fund the rehab of the sewer main distribution system. \$500k has been set aside for the Fisher Lift Station Upgrade and \$1M for the Recycled Water Project, both of which will be funded by grants with the District's match consisting of the remaining funds in the Series B-COP bond. The District has received a \$5.2M FEMA grant for the Sewer Highway Undercrossing, but only \$300K is expected to be spent in the 2025-26 fiscal year with higher expenditures to come in subsequent fiscal years.

Additionally, \$275,000 has been budgeted to finish the architectural design of the District's operations and administrative offices and to replace the existing Operations Trailer with a semi-temporary structure. District staff are pursuing SRF grant/loan funding for the overall remodel and if funding is not secured within the next two years, district staff will discuss alternate permanent solutions.

Streetlights has no significant projects planned for fiscal year 2025-26.

Alternatives:

Staff analysis consists of the following potential alternative:

- Take No Action

Fiscal Analysis:

No fiscal impact

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Draft Capital Improvement Plan Narrative For Fiscal Year 2025-26
- Attachment 2 – Operations Draft Capital Improvement Plan
- Attachment 3 – Streetlights Draft Capital Improvement Plan

**Capital Improvement Plan
Water, Sewer and Streetlights Funds
Fiscal Year 2025-26**

Water and Sewer Fund capital asset purchases and projects depend largely on grants, loans, and the strategic use of district reserves. The Board has made a commitment to not defer scheduled maintenance, repair, or replacement of current service delivery systems. This must be balanced against the Board's equal commitment to fiscal responsibility. Under the leadership of the General Manager, the Operations Director, and Finance Director, staff has taken steps to honor both of these commitments in the budget process by ensuring that the potential financing sources of each project are discussed at the time of project proposal and included with each project's detail notes.

CAPITAL IMPROVEMENT PROGRAM PROJECT DISCUSSION

Heavy Equipment and Utility Vehicles

In 1998, the Board adopted a Fleet Replacement Plan to ensure that MCSD's fleet of heavy equipment and utility vehicles would be replaced in an approximately ten-year cycle. At present, the Water and Wastewater Funds plan to replace two of the District's utility trucks in 2025-26. In 2027 the District will begin replacing the truck fleets with electric trucks, as long as the trucks that are needed are being produced. If not in production, the District will file an exemption until a manufacturer can produce a truck that can replace the $\frac{3}{4}$ ton utility trucks. The FY 2024/25 budget has the purchase of a skid steer included in the CIP. In 2025-26, \$20,000 has been budgeted to purchase additional attachments for the skid steer, including possibly a mower head, although this budget item may also be utilized to purchase additional skid steer attachments as deemed necessary.

Water System

The District will embark on several water projects in FY2025-26. The 4.5-million-gallon tank is expected to be completed during fiscal year 2024-25; however, in the event that it is not completed in 2024-25, \$1M has been set aside to cover any residual expenses.

Another large project that may begin in FY2025-26 is the Mad River Crossing Emergency Water Supply. This is a multi-year, \$4.25 million project that will provide a redundant water main under the Mad River. The District submitted a Hazard Mitigation Grant application for this project and was told that it would likely be funded under that program. However, the District has not received the obligation letter to-date. This project will not be implemented if the grant funding is not received. In FY2025-26, \$250,000 has been budgeted for design and planning in the event that the grant is received, of that 75% will be covered by grant funds.

The District has also been awarded grant funding for the initial design and permitting for the replacement of the two McCluski tanks. This portion of the project has been completed, and the District is waiting for the obligation of the grant funding for the final

design and construction for the replacement of the McCluski Tanks. If the grant funding is received, it is anticipated that this project will span FY2025-26 and conclude in FY2027-28. 75% of this project will also be grant funded (\$4.5 million). The project will not proceed unless and until the grant funding is obtained.

\$750,000 is budgeted for a tank recoating project. Each tank recoating cycle is approximately 20 to 30 years for preventative maintenance to avoid corrosion and maintain structural integrity. Other projects currently proposed for the Water Fund include \$30,000 for the McCluski Pipeline Assessment, The fire hydrant system is still scheduled to be upgraded. The District will use this \$7,000 budget item to upgrade dry barrel hydrants in commercial areas to wet barrel hydrants.

\$1,000,000 is scheduled for the ongoing Water Main Rehabilitation/ Replacement Project. \$1,000,000 will continue to be set-aside from rates to build up reserves, per the last board approved Rate Study and is debt-funded (COPs). There likely will not be a major water main upgrade project this fiscal year, however, District staff will work on planning the next upgrade.

Wastewater System

The \$240,000 is set aside annually to pay for the next bio-solids project. These should occur on a four-to-six year cycle. \$1,000,000 is budgeted for the Wastewater Mainline Rehabilitation/ Replacement Project. As with the Water side of this project, \$1,000,000 will continue to be set-aside from rates to build up reserves, as approved by the Board in the 2018 rate study. We may try to use a portion of this to complete the rehabilitation of the sewer forcemain from the Letz lift station. A portion will be spent on the design, but it is unclear whether the project will go to construction in the 2025/26 FY or the 2026/27 FY.

The Highway Undercrossing project should commence in fiscal year 2025-26 as FEMA has awarded the District a \$5.2 million grant; \$300,000 is budgeted for fiscal year 2025-26 to finish up the design and permitting, with the remaining construction funds allocated over subsequent fiscal years. The Fischer Lift Station Upgrade budget portion of \$500,000 for the 2025-26 fiscal year is to cover the final design and engineering and to potentially start the construction of the project, while the remaining balance (\$4 million) is to be used in FY26-27 and FY27-28 to finalize construction. The Fischer Lift Station Upgrade is another FEMA Hazard Mitigation Grant that will fund 75% of the project cost. Other significant Wastewater projects include a set aside of \$40,000 for lift station pump and generator replacements. \$50,000 has also been budgeted for a sewer-main camera unit and \$80,000 to armor the WWMF ponds.

The remaining projects are for smaller dollar amounts, \$10,000 for WWMF fencing and gate, \$5,000 for an underground pipe locator and camera, \$6,000 for an SCBA apparatus and bottles, and \$16,000 for WWMF pumps and motors. Funding for these smaller projects will come from pay-go funding according to the approved Reserves policy for the maintenance and replacement of capital infrastructure.

Office, Corporation Yard, Computers and Software

\$275,000 has been budgeted to finish the architectural design of the District's operations and administrative office and for a potential temporary structure for the Operations team as the existing building is in need of immediate repair/replacement. Renovation of the full office building could potentially be completed in FY27/28 (\$4 million) but this project will need further discussion with the Audit & Finance Committee and full Board. We are pursuing grant funding for it, otherwise it would need to be financed. \$450,000 has been budgeted for the purchase of the property behind the District offices. We have discussed the purchase of this property with the property owner, but no agreements have been made at this time. \$20,000 has been set aside for major repairs to the existing offices and \$10,000 for miscellaneous facility upgrades and sealcoat.

The District intends to replace its existing accounting software with a new Enterprise Resource Planning (ERP) system in FY2025-26. \$450,000 has been budgeted for the ERP and an additional \$8,000 has been added for GIS and AutoCAD software. A total of \$25,000 has been budgeted for computers, printers, office equipment, and potential file server upgrades.

Reclamation (Fischer & Pialorsi Ranch)

The District intends to continue the Recycled Water Project in 2025-26 with \$1,000,000 being budgeted in 2025/26 and \$2,000,000 each year for two subsequent years. A grant application has been submitted to the State Water Resources Control Board to fund this project. It is unknown at this time whether this will be grant funded or grant/loan funded. The Project will not proceed until that is known, and with further Board approval. \$10,000 is set aside for irrigation pipe and fittings and \$20,000 for underground valving and piping. Additionally, \$15,000 has been budgeted for upgrades at the Fischer and Pialorsi Ranches which may include barn, fencing, and house improvements.

Small Equipment & Other

\$20,000 is budgeted to cover miscellaneous emergency equipment needed and another \$20,000 is budgeted for GPS surveying equipment.

Streetlights

Replacement of any poles that may fail, is budgeted for \$5,000.

Note on Appendix A – Water & Sewer Funds Capital Improvement Program

The Water and Sewer Funds Capital Improvement Program's planned capital expenditures are shown in thousands: 10 = \$10,000. The planning horizon for the Program is 10 years. It should be noted that all estimated replacement costs are in current year dollars, as future inflation is unknown. Since the CIP is a dynamic plan that is updated annually, future costs will be regularly evaluated.

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**McKinleyville Community Services District
Enterprise Funds Capital Improvement Project Budget
For the Fiscal Years Ending June 30, 2026 - 2035**

(All numbers in \$000s)

1 2 3 4 5 6 7 8 9 10

	June 30, 2026	June 30, 2027	June 30, 2028	June 30, 2029	June 30, 2030	June 30, 2031	June 30, 2032	June 30, 2033	June 30, 2034	June 30, 2035
Heavy Equipment										
Hydrocleaner (Sewer Fund) and appurtenances				500						
Backhoe/ Bobcat and Attachments	20							150		
Excavator		325								
Dump Truck				85						90
Tractor and Attachments		10					50			
Air Compressor and appurtenances	22						20			
Portable Emergency Generators						70			100	
Totals:	42	335	0	585	0	70	70	150	100	90

Utility Vehicles										
3/4 or 1-Ton Pickup	160	85	0	0	85	85	85			85
CCTV Trailer							30			
Car								40		
Light Duty Utility Truck			120	60						
Totals:	160	85	120	60	85	85	115	40	0	85

**McKinleyville Community Services District
Enterprise Funds Capital Improvement Project Budget
For the Fiscal Years Ending June 30, 2026 - 2035**

(All numbers in \$000s)

	1	2	3	4	5	6	7	8	9	10
	June 30, 2026	June 30, 2027	June 30, 2028	June 30, 2029	June 30, 2030	June 30, 2031	June 30, 2032	June 30, 2033	June 30, 2034	June 30, 2035

Water System										
4.5m New Tank Property procurement,design & con	1,000									
Property Purchase/Improvements										
Water Tank Painting	750						750		800	
Water Tank Cathodic					25					25
Ramey Pump Station Upgrades			36	56	150					
Emergency Water Supply: Mad River Crossing	250	1,000	2,000	1,000						
Digital Control & Radio Telemetry Upgrade					100					
Meter Reader Upgrade			15				20			
McCluski Tank 3 Replacement	1,000	2,000	3,000							8
McCluski Pipeline Assessment and Replace	30	100								
Tank Seismic Actuators					20					
Fire Hydrant System Upgrade	7	7	7	7						
Water Main Rehabilitation and Replacement	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Customer Radio Meter Testing/Replacements				20	90	200	200	200	200	
Blake Station Upgrades										
Emergency Generator									1,000	
Totals:	4,037	4,107	6,058	2,083	1,385	1,200	1,970	1,200	3,000	1,033

**McKinleyville Community Services District
Enterprise Funds Capital Improvement Project Budget
For the Fiscal Years Ending June 30, 2026 - 2035**

(All numbers in \$000s)

	1	2	3	4	5	6	7	8	9	10
	June 30, 2026	June 30, 2027	June 30, 2028	June 30, 2029	June 30, 2030	June 30, 2031	June 30, 2032	June 30, 2033	June 30, 2034	June 30, 2035
Sewer System										
WWMF Engr Study (Disinfection Upgrade Proj)				70	150	70				
WWMF NPDES Permitting						2,000	300		6,000	
WWMF Fencing and Gate	10	10	10		10	10	10	10	10	
WWMF SO2/Chlorine Injector Controllers								20		
WWMF Sludge Disposal & handling	240	240	240	240	240	240	240	240	240	240
Customer Radio Meter Testing/Replacements				20	90	200	200	200	200	
Collection System Upgrades-Hwy Undercrossings	300	2,000	4,500							
Sewer Main Rehabilitation and Replacement	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Sewer Lift Stn. Pump & Generator Replacements	40	40	40	40	40	40	40	40	40	40
Sewer Lift Station Upgrades-B Street		550								
Digital Control & Radio Telemetry Upgrade					100					
Electric Vehicle Charging Stations		100								
Fischer Lift Station Upgrades	500	2,000	2,000							
Sewer Main Camera Unit	50			50						
Underground Pipe Locator & Camera	5	5					5			5
SCBA Apparatus and Bottles	6					6				
WWMF Solar Microgrid, Design/Build, O&M										
WWMF Pond Armoring	80									
WWMF Pumps & Motors	16	20	20	20	22	22	22			
Totals:	2,247	5,965	7,810	1,440	1,652	3,588	1,817	1,510	7,490	1,285

**McKinleyville Community Services District
Enterprise Funds Capital Improvement Project Budget
For the Fiscal Years Ending June 30, 2026 - 2035**

(All numbers in \$000s)

	1	2	3	4	5	6	7	8	9	10
	June 30, 2026	June 30, 2027	June 30, 2028	June 30, 2029	June 30, 2030	June 30, 2031	June 30, 2032	June 30, 2033	June 30, 2034	June 30, 2035

Office, Corporation Yard & Shops										
Facility Upgrades and Sealcoat	10	10			10		10			
Office Building	275	2,000	2,000							
Property Purchase	450									
Major Building Repairs (emergency repairs)	20	20	14							
Totals:	755	2,030	2,014	0	10	0	10	0	0	0

Computers, Software & Equipment										
Computers, Printers, File Server upgrades	20	20	20	20	20	20	20	20	20	20
MOM Upgrade and Replacement - ERP eval	450	35								
Office Equipment	5	5	5	5	5	5	5	5	5	5
GIS/CADD Equipment and Software	8	5		5			5			5
Totals:	483	65	25	30	25	25	30	25	25	30

Reclamation (Fischer & Pialorsi Ranches)										
Barn, Fence, House Upgrades	15	15	15	15	15	15	15	15	5	5
Irrigation Pipe and Fittings	10		10						10	
Recycled Water Project	1,000	2,000	2,000							
Underground Valving and Piping	20			12						
Totals:	1,045	2,015	2,025	27	15	15	15	15	15	5

**McKinleyville Community Services District
Enterprise Funds Capital Improvement Project Budget
For the Fiscal Years Ending June 30, 2026 - 2035**

	1	2	3	4	5	6	7	8	9	10
(All numbers in \$000s)										
	June 30, 2026	June 30, 2027	June 30, 2028	June 30, 2029	June 30, 2030	June 30, 2031	June 30, 2032	June 30, 2033	June 30, 2034	June 30, 2035
Small Equipment & Other										
Misc./ Emergency Equipment Replacement	20	20	20	20	20	20	20	20	20	20
GPS Surveying Equipment	20							20		
Office Emergency Generator		22								
Totals:	40	42	20	20	20	20	20	40	20	20
Expenditures	8,809	14,644	18,072	4,245	3,192	5,003	4,047	2,980	10,650	2,548
Departmental Allocations:										
Water Fund	4,777	5,386	7,148	2,181	1,455	1,300	2,093	1,328	3,073	1,146
Wastewater Fund	4,032	9,259	10,925	2,065	1,737	3,703	1,955	1,653	7,578	1,403
Total	8,809	14,644	18,072	4,245	3,192	5,003	4,047	2,980	10,650	2,548
	0	0	0	0	0	0	0	0	0	0
Internal Funds/Reserves/Debt - District Share	5,772	5,982	6,447	3,245	3,192	5,003	4,047	2,980	10,650	2,548
Potential Grant Funding Expected	3,038	8,663	11,625	1,000						

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ITEM E.5 ATTACHMENT 3

McKinleyville Community Services District
 Streetlights Fund Capital Improvement Project Budget
 For the Fiscal Years Ending June 30, 2026 - 2035

	1	2	3	4	5	6	7	8	9	10
	June 30, 2026	June 30, 2027	June 30, 2028	June 30, 2029	June 30, 2030	June 30, 2031	June 30, 2032	June 30, 2033	June 30, 2034	June 30, 2035
1. Heavy Equipment										
Lift		90								
Totals:	0	90	0	0	0	0	0	0	0	0
2. Poles and Lights										
Inspection									65	
Pole Replacement	5	5	5	5	5	5	5	5	5	
LED Replacements						10				
Totals:	5	5	5	5	5	15	5	5	70	0
Total Planned Expenditures	5	95	5	5	5	15	5	5	70	0

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McKinleyville Community Services District

BOARD OF DIRECTORS

March 5, 2025

TYPE OF ITEM: **ACTION**

ITEM: E.6 **Consider First Reading of Ordinance 2025-01 Codifying Article IX of the MCSD Rules and Regulations: Administrative Remedies Procedure**

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

TYPE OF ACTION: **Roll Call Vote**

Recommendation:

Staff recommends that the Board review information provided, discuss, take Public Comment and approve the second reading of Ordinance 2025-01 (**Attachment 1**), by title only.

Discussion:

On September 25, 2024, Assembly Bill (AB) 2257 was passed by the California legislature creating law which would prohibit, if a local agency complies with specified procedures, a person or entity from bringing a judicial action or proceeding alleging noncompliance with the Constitutional provisions for any new, increased, or extended fee or assessment unless that person or entity has timely submitted to the local agency a written objection to that fee or assessment that specifies the grounds for alleging noncompliance.

A requirement for the District's protection under the law is the creation of an exhaustion of administrative remedies procedure that requires ratepayers to bring an objection regarding a proposed property-related water or sewer fee or charge, or any special assessment, to the local public agency governing body's attention prior to the deadline establish by the local public agency as part of the rate or assessment consideration process.

To enjoy the protections when increasing or levying new fees, the public entity must do all of the following: (Gov. Code § 53759.1(c).)

1. Make available to the public the proposed fee or assessment no less than 45 days prior to the deadline for a ratepayer to submit an objection.
2. Post on its internet website a written basis for the fee or assessment.
3. In a written notice sent pursuant to subdivision (c) of Section 4 or paragraph (1) of subdivision (a) of Section 6 of Article XIII D of the California Constitution, additionally include a link to the internet website above.

4. Provide at least 45 days for a property owner to review the proposed fee or assessment and to timely submit a written objection to that fee or assessment that specifies the grounds for alleging noncompliance.
5. Consider and respond to written objection, including grounds for denial of objection, to any timely submitted written objections prior to the close of the protest hearing or ballot tabulation hearing required under Section 6 of Article XIII D of the California Constitution.

Staff has drafted an Administrative Remedies Procedure and Ordinance 2025-01 that codifies this procedure as Article IX of the MCSD Rules and Regulations. This proposed addition to the MCSD Rules and Regulations has been reviewed by District Legal Counsel.

If the second reading is approved, this ordinance be effective Friday, April 4, 2025 (30 days after approval.)

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

The proposed addition to the Rules and Regulations will assist in the protection of the financial integrity of the District by requiring potential litigants to go through all available administrative steps before challenging any fees, charges, or assessments imposed by the District under California's Constitution via a lawsuit.

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 - Ordinance 2025-01, An Ordinance of the McKinleyville Community Services District Adopting An Administrative Remedies Procedure for Challenges to Fees, Charges, and Assessments

ORDINANCE NO. 2025-01**AN ORDINANCE OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT ADOPTING AN ADMINISTRATIVE REMEDIES PROCEDURE FOR CHALLENGES TO FEES, CHARGES, AND ASSESSMENTS**

WHEREAS, the McKinleyville Community Services District provides water, wastewater, parks and recreation, street lighting, open spaces, and library services to the residents of the District; and

WHEREAS, pursuant to section 61060 of the Government Code, the Board of Directors of the District has the authority to adopt by ordinance, rules and regulations for the administration and operation of the aforementioned services provided by the District; and

WHEREAS, on September 25, 2024 Assembly Bill (AB) 2257 “Local government: property-related water and sewer fees and assessments: remedies” was chaptered into law which would prohibit, if a local agency complies with specified procedures, a person or entity from bringing a judicial action or proceeding alleging noncompliance with the constitutional provisions for any new, increased, or extended fee or assessment, as defined, unless that person or entity has timely submitted to the local agency a written objection to that fee or assessment that specifies the grounds for alleging noncompliance, as specified; and

WHEREAS, staff has found it necessary to draft such specified procedures.

NOW, THEREFORE, the Board of Directors of the McKinleyville Community Services District ordains as follows:

Article IX, Administrative Remedies Procedure, of the District’s adopted Rules and Regulations is created to read as follows:

ARTICLE IX – ADMINISTRATIVE REMEDIES PROCEDURE**REGULATION 81 – EXHAUSTION OF ADMINISTRATIVE REMEDIES TO CHALLENGES FEES, CHARGES, AND ASSESSMENTS ON REAL PROPERTY**

Rule 81.01. SCOPE – The duty exhaust administrative remedies imposed by this regulation extends to:

- (a) Any fee or charge subject to Article XIII C or XIII D of the California Constitution.
- (b) Any assessment on real property levied by the District, and
- (c) The methodology used to develop and levy such a fee, charge, or assessment.

Rule 81.02. DUTY TO EXHAUST ISSUES – No person may bring a judicial action or proceeding alleging noncompliance with the California Constitution or other applicable law for any new, increased, or extended fee, charge, or assessment levied by the District unless that person submitted to the Board Secretary a timely, written objection to that fee, charge, or assessment specifying the ground for alleging noncompliance. The issues raised in any

such action or proceeding shall be limited to those raised in such an objection unless a court finds the issue could not have been raised in such an objection by those exercising reasonable diligence.

Rule 81.03. PROCEDURES – The District shall:

- (a) Make available to the public any proposed fee, charge, or assessment to which this section is to apply no less than 45 days before the deadline for a ratepayer or assessed property owner to submit an objection pursuant to subsection (d).
- (b) Post on its internet website a written basis for the fee, charge or assessment, such as a cost of service analysis or an engineer’s report, and include a link to the internet website in the written notice of the Hearing, including, but not limited to, a notice pursuant to subdivision (c) of Section 4 or paragraph (1) of subdivision (a) of Section 6 of Article XIII D of the California Constitution.
- (c) Mail the written basis described in (b) to a ratepayer or property owner on request.
- (d) Provide at least 45 days for a ratepayer or assessed property owner to review the proposed fee or assessment and to timely submit to the Board Secretary a written objection to that fee, charge, or assessment that specifies the grounds for alleging noncompliance. Any objection shall be submitted before the end of the public comment portion of a Hearing on the rate, charge, or assessment.
- (e) Include in a written notice of the Hearing, a statement in bold-faced type of 12 points or larger that:
 - i. All written objections must be submitted to the Board Secretary by the end of the public comment period at the Hearing and that a failure to timely object in writing bars any right to challenge that fee, charge, or assessment in court and that any such action will be limited to issues identified in such objections.
 - ii. All substantive and procedural requirements for submitting an objection to the proposed fee, charge, or assessment such as those specified for a property-related fee under California Constitution, article XIII D, section 6(a) or for an assessment on real property under California Constitution, article XIII D, section 4(e).

Rule 81.04. BOARD CONSIDERATION – District Responses: Before or during the Hearing, the Board of Directors shall consider and the District shall respond in writing to, any timely written objections. The Board may adjourn the Hearing to another date if necessary to respond to comments received after the agenda is posted for the meeting at which the Hearing occurs. The District’s responses shall explain the substantive basis for retaining or altering the proposed fee, charge, or assessment in response to written objections, including any reasons to reject requested amendments.

Rule 81.04. BOARD DETERMINATIONS – The Board of Directors, in exercising its legislative discretion, shall determine whether:

- (a) The written objections and the District’s response warrant clarifications to the proposed fee, charge, or assessment.
- (b) To reduce the proposed fee, charge or assessment.

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McKinleyville Community Services District

BOARD OF DIRECTORS

March 5, 2025

TYPE OF ITEM: **ACTION**

ITEM: E.7 **Consider Purchase Offer for Assessor's Parcel Number 507-141-016**

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

TYPE OF ACTION: **Roll Call**

Recommendation:

Staff recommends that the Board review the information provided, discuss, hear Public comment and direct Staff not to pursue the purchase offer.

Discussion:

The owner of APN 507-141-016 approached District Staff with the offer to sell this parcel to the District for \$90,000. The owner also owns a parcel across North Bank Road and would like to use the proceeds of selling this parcel to further develop their other property. The District currently owns the two parcels immediately east of the subject parcel, as well as the Ramey/North Bank Pump Station across North Bank Road (see **Attachment 1**).

The \$90,000 has of course not been budgeted for this fiscal year. The District's existing properties adjacent to the subject parcel have also not been developed and are generally under utilized from a Public resource perspective. Since they are in a flood zone, as is the subject parcel, no permanent structures or development can be constructed on them. They are also in a riparian zone so any work, even building gravel trails, requires extensive environmental permitting from multiple agencies. The District currently spends considerable effort on cleaning up homeless encampments and other garbage dumped on our existing parcels, and the subject parcel also frequently has homeless encampments on it. From a preservation of a riparian habitat perspective, there are other organizations that do that as part of their mission.

Alternatives:

Staff analysis consists of the following potential alternatives:

- Take No Action
- Determine counteroffers, which should be done in Closed Session

Fiscal Analysis:

It would be a minimum of \$90,000 unbudgeted expense but would also require additional funding to perform a land appraisal, and additional costs for legal review, closing and recording costs. Additional costs would likely also include

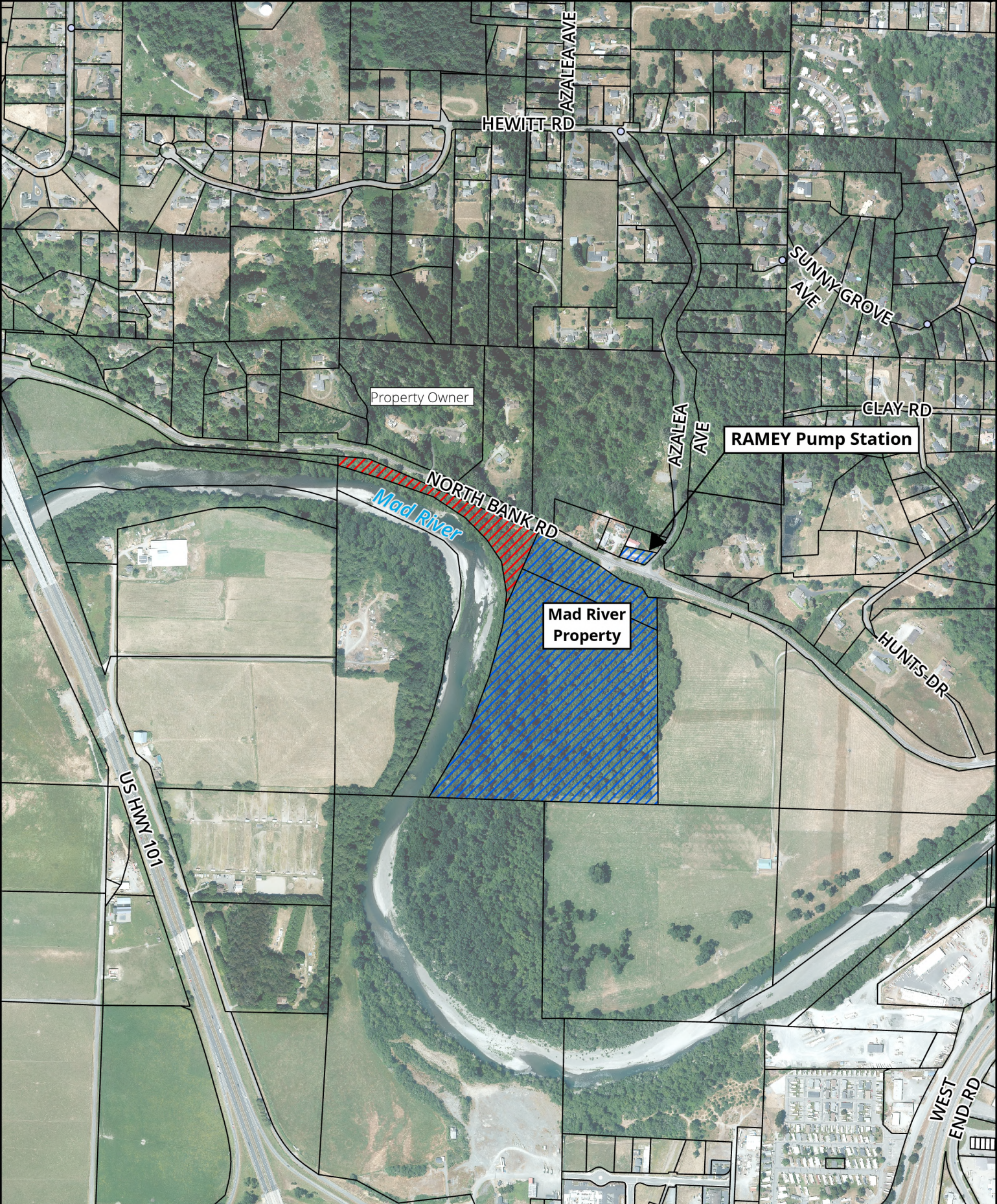
costs for cleaning up the existing parcel, unless that is required as part of the purchase agreement.



Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Map of the Subject Parcel

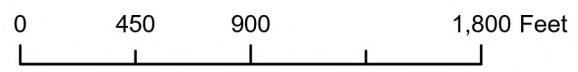


 MCSD Owned Property
 507-141-016

AP# 507-141-016

239

Scale: 1 in = 750 ft



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McKinleyville Community Services District

BOARD OF DIRECTORS

March 5, 2025

TYPE OF ITEM: **INFORMATION**

ITEM: F.3.A **Finance & Administration – December Report**

PRESENTED BY: **Samantha Howard, Finance Director**

TYPE OF ACTION: **None**

FINANCIAL, AUDIT, & BUDGET INFORMATION

Total Board Travel as of January 31, 2025, is \$12,725.73 which is 57.58% of the approved \$22,100 budget for this item. (GL# 001/005/501/551 62090/62155-888)

Audit/Budget Update:

The District's external auditors have delivered the first drafts of the 2024 Annual Audit, 2024 Management Report, 2024 Single Audit, and 2022 Single Audit Revision to district staff for review. It is expected to have final drafts of all documents to district staff the week of March 10th at which time a Finance and Audit Committee meeting will be held shortly thereafter. Also, the 2024 Board Approved Single Audit is due to the State Controllers Office by March 31, 2025; therefore, a special board meeting will be held closely after the Finance and Audit Committee meeting to approve all 2024 audit documents prior to the March 31, 2025 deadline.

District staff have drafted, and presented, the CIP budget for the Parks and Recreation Department, Operations, and Streetlight. Staff will meet in March to draft the operating budget for the Parks and Recreation Department to be presented to the board at the April meeting. The Operating budget for the Operations Department will be drafted in April, presented to the Board in May. The final complete budget will be presented to the Board for approval in June.

Treasurer's Report Highlights:

Reports included with the January 2025 Treasurer's Report are still DRAFTS as the auditors work to finalize the 23/24 Financial Statements. It is fully anticipated that February 2025 reports will not be drafts.

Please note, on the cover page of the January 2025 Treasurer's Report, days of Cash on Hand have reduced to 152 days compared to 344 days on the December 2024 report. This reduction is due to \$3.5 million being transferred to California CLASS. Cash on Hand reflects only funds held in the District's Umpqua Checking and Money Market accounts.

The Activity Summary by Fund provides information on revenues and expenses or expenditures for each fund by month for the full fiscal year. The Water and Wastewater funds are listed first, followed by graphs showing revenue versus expenses versus budgets. Parks, Measure B, and Streetlights information is given next, with accompanying graphs for each. Grant Revenue has also been added to the graphs for Water, Sewer, and Parks.

Grant revenue for the 4.5 Million Gallon Tank and the Fischer Lift Station were received in January 2025 and are reflected in Grant Revenue for Water and Wastewater respectively.

Other Update

Umpqua Bank's Money Market interest rate must be renegotiated every 90 days. As of January 1, 2025, the District's Money Market is earning a rate of 2.25%. This is a drop of 0.24% from the previous two quarters but is still above the 0.01% baseline rate.

California CLASS has a current yield of 4.4106%; the District has \$19,734,559.16 invested in California CLASS operating reserves.

Humboldt County Treasurer closed December 31, 2024, with an Effective Rate of Return of 3.09%; the District currently has \$866,948.07 held at the County Treasurer after receiving December 2024 property tax and assessment revenues.

McKinleyville Community Services District

BOARD OF DIRECTORS

March 5, 2025

TYPE OF ITEM: **INFORMATION**

ITEM: F.3.B **Operations Department – January/Feb 2025 Report**

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

TYPE OF ACTION: **None**

Water Department:

Water Statistics:

The district pumped 33.7 million gallons of water in January. Ten water quality complaints were investigated and rectified. Daily, weekly and monthly inspections of all water facilities were conducted.

Double Check Valve Testing:

Testing of DCV's in Route 1 were conducted in January. Customers with failed DCV's were notified to make repairs and call the office to schedule a retest. The semi-annual well cap inspections were completed.

Average and Maximum Water Usage:

The maximum water usage day was 1.16 million gallons and the average usage per day was 1.08 million gallons.

Water Distribution Maintenance:

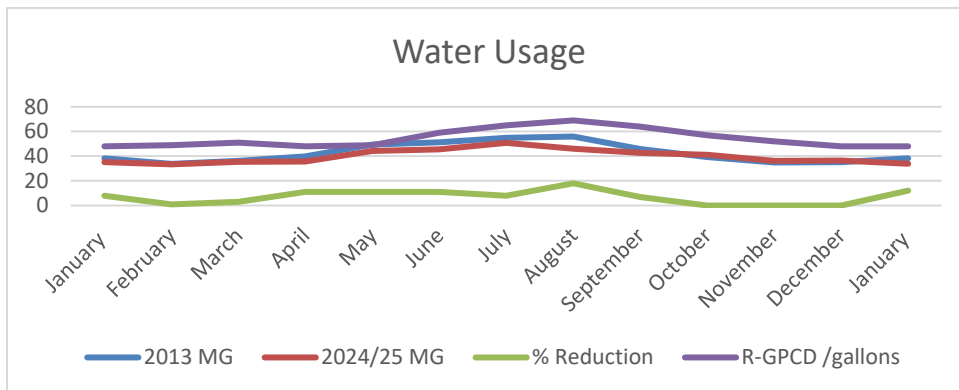
Weekly Bacteria Samples were collected on Schedules 2, 3, 4, and 5 which represent different locations in the water distribution system. The schedules are made up of a sample taken in each pressure zone. There have been 13 service line leaks repaired as a result of the earthquake. In my experience we will see approximately 20 to 25 service line leaks when a good size earthquake hits. I will more than likely have more to report next month. The crew has also been paving trenches and repairing sidewalks that were excavated to make these repairs. There was an angle-stop replaced on Pedroni and another on Nelson due to existing one malfunctioning. A new water service was installed on First Road for new construction.

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. North Bank station pumps, motors, awnings and eaves were prepped and paint touched up. The UPS was replaced at the HBMWD radio location due to the existing one aging out. Amp and Meg all water station motors was conducted to verify motors health and balance the loads where needed for efficiency and preventative maintenance.

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)	2024/25 (MG)	% Reduction	R-GPCD
January	38.241	35.266	8	48
February	33.751	33.388	1	49
March	36.244	35.425	3	51
April	39.755	35.754	11	48
May	49.407	44.278	11	49
June	51.337	45.509	11	59
July	54.757	50.797	8	65
August	55.908	46.175	18	69
September	45.702	42.568	7	64
October	39.439	41.252	(-4)	57
November	34.879	37.030	(-6)	52
December	35.203	37.638	(-6)	48
January	38.241	33.765	12	48



R-GPCD = Residential Gallons Per Capita Day

New Construction Inspections:

Midtown Court Tract: The manhole was installed on Railroad along with 60 feet of sewer main and 2" pressure main. The water main is currently being installed and inspected.

Sewer Department:**Wastewater Statistics:**

38.2 million gallons of wastewater were collected and pumped to the WWMF. 44.1 million gallons of wastewater were treated and discharged to NPDES Permit EFF-001 River Discharge.

Sewer Station Maintenance:

Monthly inspections and daily routines were conducted at all sewer stations. The Fischer and B Street stations were serviced as part of the quarterly maintenance plan. During this time, pumps were inspected, and the wet well washed. This is done to prevent hydrogen sulfide build up which can deteriorate the concrete walls along with removing rags and debris to prevent plugging up the pumps. Amp and Meg all sewer station motors was conducted to verify motors health and balance the loads where needed for efficiency and preventative maintenance.

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. Staff has been monitoring the sewer flow in manholes using the Smartcover flow totalizers. This data will be compared to the dry weather flow to try locating areas where inflow and infiltration is entering the sewer mains. These devices will be moved around to selected manholes during the winter. Staff has been out repairing manholes that have been found to be leaking from infiltration. These leaks were documented during the annual manhole inspections. Manhole leak repairs results in a huge cost savings to the District, as they eliminate unnecessary pumping and treatment costs of ground water.

Wastewater Management Facility:

Daily and weekly maintenance continues at the treatment plant to perform required service on the equipment. Site mowing was conducted along with scheduled maintenance on equipment. A new secondary effluent pump motor was installed. A new pump was installed on the Chlorine analyzer. A new Asco valve was installed on the headworks. The lab oven was dismantled and repaired due to not heating up.

Daily Irrigation and Observation of Reclamation Sites:

River discharge started back up in November. Clean up and organize around ranch properties.

Street Light Department:

There was 1 streetlight complaints in January due to bad power.

Promote Staff Training and Advancement:

Weekly tailgate meetings and training associated with job requirements. Staff received training on Harassment, Construction Site Safety, Eye Protection and Traffic 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.

Monthly Drought and Conservation report was completed

Attended Micro-Grid meetings

Attended meetings and inspections for 4.5 MG Tank project

Attended Community Forest meetings and Sub-committee meetings

Attended CWEA meeting and worked on calendar of events and trainings

Submitted 5 year Risk Management Plan Update

Submitted WWMF Annual Report

Submitted 5 year Sanitary Sewer Management Plan update

Reviewing truck order for new Utility Truck.

GIS:**Plans & Programs**

- Annual Review of the elevated Platforms and Aerial Devices
 - No Revisions to be made at this time
- Annual Review of the Hoist and Crane Safety Procedures
 - No Revisions to be made at this time
- Annual Review of the BMPS for Drinking Water Discharges
 - Several Edits to Language to reduce confusion of plan specifics
 - Updated Map in the Plan Illustrating water mains within 300 Ft of waterway
- 5-year review/submission of Cal ARP/ Risk Management Plan
 - Several Edits to Language and changes to dates within plan
 - Organizational chart updated
- 5-year review of the Sanitary Sewer Management Plan
 - Updates to Introduction to reflect current discharge of treated sewer water.
 - Organizational chart updated

General GIS/ Maps Created

- Water As-Built Project
 - Continued digitizing current sheets and proofing for errors or changes to reflect current system.
 - Approximately 30 sheets completed
- GIS Facilities Map Updates
 - Made Various edits to discrepancies found by Ops Crew

- Community Forest Map with layout of gates in the Murray parking lot vicinity
- Mad River Property Map of the parcel for sale

Misc. Work Completed

- USA's & Document Filing
- Created Manhole, Valve, Blow Off and Hydrant repair list from all recent inspection results.
- Lead Service Line Inventory Funding application work on Environmental Package Notice of Exemption

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McKinleyville Community Services District

BOARD OF DIRECTORS

March 5, 2025

TYPE OF ITEM: **INFORMATION**

ITEM: F.3.C **Parks & Recreation Director's Report for February 2025**

PRESENTED BY: **Kirsten Messmer, Parks & Recreation Director**

TYPE OF ACTION: **None**

STAFFING UPDATES:

Kristin McDonald's first full time day with the District as a Recreation Coordinator was February 17, 2025. Her first week was spent running our President's Week Break out Camp. She has been picking up the office administration tasks quickly and is already providing excellent Customer Service.

TEEN & COMMUNITY CENTER-BOYS & GIRLS CLUB PARTNERSHIP:

Staff continues to meet with BGCR staff weekly. The Teen Club hours of Monday-Friday 2:00pm-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 25-30 teens per day this month.

PARK AND RECREATION COMMITTEE:

The Park and Recreation Committee (PARC) met on February 19, 2025. The PARC meeting for January was cancelled. The Approved Minutes from the December 18 PARC Meeting can be reviewed in **Attachment 1**.

BMX TRACK & PARK PROJECT:

Melton Design Group completed the final construction bid documents, which were released on March 22, 2024. At the June 5th Board Meeting, the contract was awarded to the lowest responsive bidder, F. Loduca Co., with initial tree work commencing on August 19.

During the Grading Permit process, the contractor encountered additional requirements from County Building & Planning. The first step, a General Plan Conformance review, was successfully approved by the Planning Commission on September 19. Subsequently, on October 28, we addressed final comments from the County Building Department with a resubmission of the Correction Plans.

Recently, the County Building & Planning provided additional questions, which are currently being addressed. On February 18, MCSD staff met with representatives from the Humboldt County Planning Department and Melton Design Group to discuss next steps.

We anticipate securing the necessary permit by early March 2025. Construction is tentatively scheduled to begin on April 2, 2025, after the rainy season concludes.

MCKINLEYVILLE COMMUNITY FOREST COMMITTEE & SUBCOMMITTEES:

MCF Committee Update

The McKinleyville Community Forest Committee (MCFC) did meet on January 21, 2025 and February 18, 2025. The Approved Minutes of the January 21 MCFC Meeting can be reviewed in **Attachment 2**. Key topics included the potential establishment of a 501(c)(3) organization or a fund with the Humboldt Area Foundation, as well as discussions on the Draft Infrastructure Projects and Project Ranking list. The Committee also voted to recommend that the MCSD Board of Directors adopt the TICS and FMPFB Subcommittee Descriptions by ordinance into the Rules and Regulations.

TICS Subcommittee Update

The TICS Subcommittee met on February 25, 2025. Due to technical difficulties with Zoom audio at the January 28 meeting, most voted items had to be reconsidered. These included:

- Recommending that staff bring back the Draft Memorandum of Understanding (MOU) with the Humboldt Trails Council for review to March 25 TICS Subcommittee Meeting.
- Recommending that the MCFC recommend proposing a language change to Rule 47.02 of the MCSD Rules & Regulations to allow the use of Class 1 and Class 2 electric bicycles in the Community Forest to the MCSD Board of Directors.
- Adjusting the TICS meeting start time from 5:00 PM to 5:15 PM.

Productive discussions on the MOU and electric bike rule change led to the tabling of Agenda Item 10 (Gates & Keys Discussion) and Agenda Item 11 (Approach to Trail Development Discussion) until the next Subcommittee meeting on March 25.

FMPFB Subcommittee Update

The FMPFB Subcommittee met on February 4, 2025, focusing on real-time edits to the Community Forest Management Plan. The group reviewed and revised Sections 1-3 of the 10-section document. Additionally, members received further information on the possibility of establishing a fund for the Forest through the Humboldt Area Foundation.

RECREATION PROGRAM UPDATES

Recreation Program Updates

- Drop-in Pickleball is back on its normal school year schedule: Monday, Wednesday and Friday mornings 9:00am to 12:00pm at the McKinleyville Activity Center. Drop in is \$4 per person.
- Beginning Pickleball registration is open, the next class is on Thursday evenings from 6-8pm March 6-27, the class fee is \$50 for residents and \$55 for non-residents.
- Drop-in Kung Fu is on Tuesday and Thursday evenings 5:45pm-7:15pm \$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 5-8 people per class.
- Fast Break Friday's is a drop-in basketball program for youth ages 13 to 17. Drop-in is \$5 per participant. It is averaging 18-20 participants per week. This will return starting March 7 (after the Youth Basketball Season concludes).
- Staff are running the Youth Basketball Season now. As usual the Season runs January – March for 3rd-8th Graders. Registration is done 266 players have signed up.

- Registration is now open for the Pee Wee Basketball League, the league will run April 5 – May 17 and is for TK – 2nd graders. Currently 57 out of 108 spots are full.
- Sunday Night drop-in Basketball is averaging 8-10 participants per week.
- Playgroup for children 0-5 years old runs every Thursday from 10:30am-12:30pm through the school year minus Holiday Break Weeks.
- The next Tot-letics session will be Soccer and will run March 8-April 5, 2025. T-ball will likely be May 24 – June 21.
- Registration is open for Breakout for Spring Break week; these weeks will include skating at the Skatepark (weather dependent).
- The upcoming Middle School Dances for the 24-25 school year have been scheduled. Five different PTOs reached out with an interest to partner on a dance. Four PTOs were selected lotto style via zoom. The line up for next year will be:
 - Friday, October 25, 2024 —Coastal Grove PTO
 - 267 Middle Schoolers attended the first dance!
 - Friday, December 6, 2024 – McKinleyville Schools PTO
 - 207 Middle Schoolers attended this dance
 - Friday, February 7, 2025 – Jacoby Creek PTO
 - 177 Middle Schoolers attended this dance
 - Friday, April 18, 2025 – Pacific Union PTO

PARK & FACILITY MAINTENANCE UPDATES:

The Parks crew and NHES continue the routine schedule for landscape maintenance on Central Avenue and Open Space Zone landscaping. The Saturday SWAP crews have been doing a great job working on the Central Avenue OSMZs. Staff continue to keep up with daily/weekly routine facility and vehicle maintenance. Monthly inspections were conducted on all facilities and Open Spaces.

FACILITY RENTALS & USE

February Rentals:

- 5 Azalea Hall Rentals plus a weekly and a bi-weekly meeting room rental.
- 1 Pierson Park Rentals.
- 0 Teen Center Rentals.
- 0 Activity Center Rentals.
- 4 Activity Center and 2 Teen Center Birthday Party Program Rentals.
- The Teen Center Kitchen has one regular Vendor renting it for food preparation.
- The Azalea Hall Kitchen has two regular Vendors renting it for food preparation.

OTHER UPDATES:

- Staff continues to work with MUSD to provide staff for the school districts after school programs.
- Staff continues to participate as members of the McKinleyville Chamber of Commerce Board of Directors, as well as serving on Fundraising Committees for the Boys & Girls Club of the Redwoods.
- Staff continues to provide support to other departments of the District; assisting with accounts payable.

ATTACHMENTS:

- Attachment 1 – 2024-12-18 Approved PARC Meeting Minutes
- Attachment 2 – 2025-1-21 Approved MCFC Meeting Minutes

MINUTES OF THE REGULAR MEETING OF THE PARK AND RECREATION COMMITTEE (PARC)
HELD ON WEDNESDAY, DECEMBER 18, 2024 at 6:00 P.M.
IN PERSON AT THE MCSD OFFICE – 1656 SUTTER ROAD, MCKINLEYVILLE, CALIFORNIA

Agenda Item I –

a. Introductions, Call To Order, & Flag Salute

The meeting was called to order at 6:03 p.m. with following committee members in attendance in person at the MCSD Office:

Phil Heidrick – Chair
Jennifer Ortega - Vice Chair
Charlie Caldwell
Johnny Calkins
John Kulstad
**Patti Stuart (alternate)
**Evan Schwartz (alternate)

Via Zoom:

Heidi Conzelmann – Medical Exclusion
Julie Gianini-Previde – Medical Exclusion
*Scott Binder - MCSD Board Director (non-voting member)

Absent:

Jane Fusek
Dana Merrill
Ciara Torres

Staff in Attendance:

Kirsten Messmer

Members of the Public:

None

The Pledge of Allegiance was led by Phil Heidrick.

b. Approval of Agenda

Motion: It was moved to approve the agenda with the correct the Estimated Adjournment of 7:30pm.

Motion by: Committee Member Caldwell; **Second:** Committee Member Stuart

There were no comments from the Committee or public.

Roll Call: Ayes: Heidrick, Caldwell, Calkins, Conzelmann, Gianini-Previde, Kulstad, Ortega, Stuart, Schwartz Nays: None Absent: Fusek, Merrill, Torres

Motion Summary: Motion passed.

c. Approval of the November 20, 2024 Meeting Minutes

Motion: It was moved to approve the Meeting Minutes.

Motion by: Committee Member Caldwell; **Second:** Committee Member Stuart

There were no comments from the Committee or public.

Roll Call: Ayes: Heidrick, Caldwell, Calkins, Conzelmann, Gianini-Previde, Kulstad, Ortega, Stuart, Schwartz Nays: None Absent: Fusek, Merrill, Torres
Motion Summary: Motion passed.

Agenda Item II – Communications

No Communications

Agenda Item III – Public Comment

No Public Comment

Agenda Item IV – Possible Addition of Tribal Land Acknowledgement to PARC Procedures

Parks & Recreation Director Mesmer presented the item, giving an update on it's current status; which is that we are waiting to hear back from Michelle Vassel, the Tribal Administrator for the Wiyot Tribe. Committee discussion about next possible steps ensued, Director Messmer suggested bringing this item back at the next meeting so possible actions could be made. This was an informational item. No action was taken.

Agenda Item V – Parks & Recreation Master Plan Update

Parks & Recreation Director Messmer presented the item, giving an update on the need to complete the Master Plan over the next year. This process will include public input meetings, which PARC Committee Members are encouraged to help participate and facilitate these meetings. This was an informational item. No action was taken.

Agenda Item VI – Elect Officers & Renew Terms

Motion: It was moved to appoint Committee Member Caldwell as Chair for 2025.

Motion by: Committee Member Kulstad; **Second:** Committee Member Ortega

There were no comments from the Committee or public.

Roll Call: Ayes: Heidrick, Caldwell, Calkins, Conzelmann, Gianini-Previde, Kulstad, Ortega, Stuart, Schwartz Nays: None Absent: Fusek, Merrill, Torres

Motion: It was moved to appoint Committee Member Ortega as Vice Chair for 2025.

Motion by: Committee Member Caldwell; **Second:** Committee Member Heidrick

There were no comments from the Committee or public.

Roll Call: Ayes: Heidrick, Caldwell, Calkins, Conzelmann, Gianini-Previde, Kulstad, Ortega, Stuart, Schwartz Nays: None Absent: Fusek, Merrill, Torres

Committee discussion around the appointment of a secretary ensued. Committee Member Caldwell suggested bringing this back at the next meeting when hopefully the full committee would be present to see if anyone not here is interested.

The following terms ending in January 2025 are Phil Heidrick and John Calkins. Phil Heidrick opted to renew his term. John Calkins has decided not to renew his term. The committee expressed its gratitude for his many years of dedicated service and conveyed that he will be greatly missed.

Agenda Item VII – McKinleyville Community Forest Report

Update on McKinleyville Community Forest Subcommittees from MCF Committee Member Jennifer Ortega and Charlie Caldwell since the full committee did not meet in December. The next meeting is January 21, 2025.

Agenda Item VIII – Parks & Recreation Director Report

RECREATION PROGRAM UPDATES

- Drop-in Pickleball is back on its normal school year schedule: Monday, Wednesday and Friday mornings 9:00am to 12:00pm at the McKinleyville Activity Center. Drop in is \$4 per person.
- Beginning Pickleball will have two fall sessions. Session 1 is November 7-21 on Thursday evenings from 6-8pm. Session 2 is December 5-19 on Thursday evenings from 6-8pm. Registration is full for Session 1. The Class Fee is \$40 for residents and \$45 for non-residents.
- 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 5-8 people per class.
- Fast Break Friday's is a drop-in basketball program for youth ages 13 to 17. Drop-in is \$5 per participant. It is averaging 18-20 participants per week.
- Staff are preparing for the upcoming Youth Basketball Season. As usual the Season runs January – March for 3rd-8th Graders. Registration is happening now, so far 225 players have signed up.
- Sunday Night drop-in Basketball is averaging 8-10 participants per week.
- Playgroup for children 0-5 years old runs every Thursday from 10:30am-12:30pm through the school year minus Holiday Break Weeks.
- The Tot-letics Basketball Sessions have finished. The next Tot-letics session will be Soccer and will run March 8-April 5, 2025.
- Due to the way the Holidays land there will not be a Breakout camp for Christmas or New Years Week. There will be Breakout for President's Week and Spring Break week.
- The last Cooking Basics Class for Kids focused on Bread and Soup, and it had 7/8 spots filled. The next class will likely be scheduled after the holidays. These classes take place in the Teen Center Kitchen on Saturdays.
- The upcoming Middle School Dances for the 24-25 school year have been scheduled. Five different PTOs reached out with an interest to partner on a dance. Four PTOs were selected lotto style via zoom. The line up for next year will be:
 - Friday, October 25, 2024 – Coastal Grove PTO
 - 267 Middle Schoolers attended.
 - Friday, December 6, 2024 – McKinleyville Schools PTO
 - 207 Middle Schoolers attended.
 - Friday, February 7, 2025 – Jacoby Creek PTO
 - Friday, April 18, 2025 – Pacific Union PTO

PARK & FACILITY MAINTENANCE UPDATES:

The Parks crew and NHES continue the routine schedule for landscape maintenance on Central Avenue and Open Space Zone landscaping. The Maintenance crew is working hard to catch up on the summer growth in all our landscaping areas. The Saturday SWAP crews have been doing a great job working on the Central Avenue OSMZs. Staff continue to keep up with daily/weekly routine facility and vehicle maintenance. Monthly inspections were conducted on all facilities and Open Spaces. Staff have

been making the most out of our turn's use of the shared Flail Mower, tackling multiple areas needed around Hiller Park.

FACILITY RENTALS & USE

November Rentals:

- 12 Azalea Hall Rentals plus a weekly and a bi-weekly meeting room rental.
- 4 Pierson Park Rentals.
- 1 Teen Center Rentals.
- 3 Activity Center rentals and 4 Birthday Party Program Rentals in the Activity Center.
- The Teen Center Kitchen has one regular Vendor renting it for food preparation.
- The Azalea Hall Kitchen has two regular Vendors renting it for food preparation.

OTHER UPDATES:

- Staff continues to work with MUSD to provide staff for the school districts after school programs.
- Staff continues to participate as members of the McKinleyville Chamber of Commerce Board of Directors, as well as serving on Fundraising Committees for the Boys & Girls Club of the Redwoods.
- Staff continues to provide support to other departments of the District; assisting with accounts payable.

Agenda Item IX – Ad Hoc Committee Reports

Skate Park (Charlie Caldwell) – The Skatepark is being used daily, weather permitting. There have been fundraising signs hung strategically to encourage users to donate towards phase 2.

Fischer Ranch Estuary Project (Johnny Calkins) – Heidi Conzelmann will take over reporting on this project. Besides that there was no new information.

BMX Bike Track & Park at School/Washington (Charlie Caldwell) – Staff are still waiting on the county permitting corrections. Staff anticipate construction to begin April 2, 2025.

Community Garden (Ciara Torres) – No new information.

Agenda Item X – Discuss Agenda Topics for Next Meeting (January 15, 2025)

Agenda Items for next meeting:

- Bring back the Appointment of a Secretary.
- Bring back the Tribal Land Acknowledgement statement as an Action item.

Agenda Item XI - ADJOURNMENT **Meeting Adjourned at 7:13 pm**



Kirsten Messmer, Parks & Recreation Director

**MINUTES OF THE REGULAR MEETING OF THE MCKINLEYVILLE COMMUNITY
FOREST COMMITTEE (MCFC) HELD ON TUESDAY, JANUARY 21, 2025 at 5:30 P.M.
IN PERSON AT AZALEA HALL – 1620 PICKETT ROAD, MCKINLEYVILLE, CALIFORNIA**

and

TELECONFERENCE Via ZOOM & TELEPHONE:

**ZOOM MEETING ID: 848 9634 6527 (<https://us02web.zoom.us/j/84896346527>) or DIAL IN TOLL FREE:
1-888-788-0099**

NOTE: Items are listed in the chronological order in which they were considered.

1 Call To Order

The meeting was called to order at 5:30 p.m.

Roll Call

The following committee members and staff were in attendance in person at Azalea Hall.

Gregory Orsini, Chair, MCSD Board Director (Non-Voting Member)
James Biteman, MCSD Board Director (Non-Voting Member)
James Henry, MCSD Operations Director
Kirsten Messmer, MCSD Parks and Recreation Director
Jens Andersen, MCSD Recreation Coordinator
Joel Rink, Forester/RPF Member
Tyler Brown, Natural Resources Services Agency Member
Maya Conrad, MMAC Appointee Member (**Arrived at 5:35 p.m., prior to item 6**)
Jennifer Ortega, PARC Appointee Member
Michele Stephens, McKinleyville Resident Member
Kevin Creed, At-Large Member
Nicole West, Alternate Natural Resources/Biologist Member
Todd Truesdell, At-Large Member

The following committee member(s) and/or staff were in attendance via Zoom under AB 2449:

Patrick Kaspari, MCSD General Manager

Absent: Desiree Early Dorvall, Natural Resources/Biologist Member
Mersadies Campbell, Alternate Forester Member
Christopher Collier, Alternate Natural Resources Agency Member,

Nicole West served as voting member in the absence of Desiree Early Dorvall.

2 Pledge of Allegiance

The Pledge of Allegiance was led by Jens Andersen.

3 Additions or Changes to the Agenda

There were no additions or changes to the agenda.

4 Approval of Agenda

Motion: It was moved to approve the agenda.

Motion by: Messmer **Second:** Creed

Roll Call: Ayes: Kaspari, Henry, Messmer, Andersen, West, Rink, Brown, Stephens, Truesdell, Creed

Nays: None

Absent: Conrad, Dorvall

Motion Summary: Motion passed.

5 Public Comment and Written Communications

There was no public comment.

6 Consider Approval of Minutes of the Regular Meeting of the McKinleyville Community Forest Committee on November 19, 2024

Motion: It was moved to approve the November 19, 2024 meeting minutes.

Motion by: Messmer **Second:** Stephens

Roll Call: Ayes: Kaspari, Henry, Messmer, Andersen, Conrad, West, Rink, Brown, Stephens, Truesdell, Creed

Nays: None

Absent: Dorvall

Motion Summary: Motion passed.

7 Trails, Infrastructure, Clean-Ups & Security (TICS) Subcommittee Report

Charlie Caldwell, TICS Subcommittee Chair, overviewed the item.

There were no comments from the committee or public.

This was an information only item. No action was taken.

8 Forest Management Plan and Funding/Budget Subcommittee Report

Kevin Creed, Chair of the Forest Management Plan and Funding/Budget Subcommittee, reviewed the item.

Committee discussion ensued including suggesting carbon sequestration as a possible fundraising opportunity.

There was no public comment.

This was an information only item. No action was taken.

9 Discuss Potential Establishment of a 501(c)3 Non-Profit

Parks and Recreation Director Messmer presented the item.

Committee discussion ensued and members asked clarifying questions.

Concerns were voiced regarding ensuring a potential non-profit does not represent a specific user group.

Staff was asked to conduct exploratory research.

Maya Conrad volunteered to reach out to Humboldt Area Foundation.

There was no public comment.

This was an information only item. No action was taken.

10 Update on CalVTP/CAL FIRE Forest Health and California Forest Improvement Program (CFIP) Grants

General Manager Kaspari presented the item.

Committee members asked clarifying questions.

There was no public comment

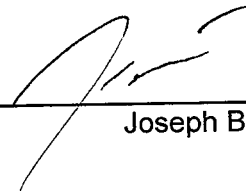
This was an information only item. No action was taken.

11 Committee Member Announcements and Future Agenda Items

There were no announcements or suggestions for future agenda items.

12 Adjournment

Meeting Adjourned at 6:38 p.m.



Joseph Blaine, Board Secretary

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McKinleyville Community Services District

BOARD OF DIRECTORS

Mar. 5, 2025

TYPE OF ITEM: **INFORMATIONAL**

ITEM: F.3.D **General Manager’s Report for Mar. 5, 2025 Meeting**

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

TYPE OF ACTION: **Information Only**

A summary of activity for the month of February 2025

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

• Use of NHE Services =	\$3,549
• WEX Labor Reimbursement =	\$0
• SWAP =	\$3,840
• Volunteer Pickleball Labor =	\$697
• CSW =	\$570
• Amazon Savings =	\$46
• Umpqua fee waivers & new interest rate =	\$5,552
• Install Telemetry Hardware-HBMWD =	\$340
• Chlorine Analyzer Retrofit =	\$590
• Repair 7 Manhole Infiltrations =	\$2,276
• Repair Lab Oven =	\$1,265
• <u>Repair VacCon Suction Flange =</u>	<u>\$600</u>
TOTAL COST SAVINGS FOR FEB. =	\$19,325

TOTAL CURRENT COST SAVINGS FOR FY 24/25 = \$218,509

This represents real saving that the District Staff should be recognized and commended for. This represents savings that are passed onto the District’s ratepayers and the community.

4.5 Gallon Water Tank Project – Mercer Fraser continues to work on the installation of the waterline to the tank and the drain lines from the tank. We still need to leak test the tank and those items need to be completed before we can fill it with water. They also need to complete the rest of the underground piping, backfill around the tank, construct the road, and add the ladders and hatches. Colburn Electric’s work is

proceeding well with the construction of the upgrade to the electrical system and generator. The current contract completion date of February 28, 2025 has passed. The District has informed Mercer Fraser that we will begin deducting Liquidated Damages from their pay requests, starting with the March 2025 pay request. The Contractual Liquidated Damages for this project is \$2,100 per calendar day.

The total construction base bid is \$11,642,475 and 10% contingency of \$1,164,248 totals \$12,806,723. The overall project amount is \$14,471,094. The project is funded by \$9,617,085 in Hazard Mitigation Grant funding, \$879,209 in North Coast Resource Partnership/DWR Prop. 1, Round 2 funding, for a total in grant funding for this project of \$10,496,294. The District's \$3,174,800 of matching funding will be provided by the Certificates of Participation, Series 2021A-Water bonds. The 2023/24 FY CIP budget had \$9,000,000 budgeted, and the 2024/25 FY CIP budget has budgeted the final \$9M.

Sewer Undercrossing Project – We had the kick-off with CalOES this month for this project. It turns out that we don't need anything from the Board to move this project forward. As the Board is aware, this project will replace the three highway crossings, where the sewer mains from the east side of McKinleyville cross under Highway 101 to the west side and the District's wastewater treatment facility.

This project is to be 75% funded by the Hazard Mitigation Grant from FEMA/CalOES. The grant request was for a total project cost of \$6,840,400, which would fund \$5,130,300 in grant and the District would match \$1,710,100. This fiscal years budget included \$100,000 for this project, to hopefully finish the design, with \$1M budgeted for the 2025/26 and \$6M budgeted for the 2026/27 Fiscal Years. The District's match is intended to be funded from the Certificates of Participation, Series 2021B-Sewer bonds. We still need to receive and execute the grant agreement, and we will need to go through the Request for Qualification (RFQ) process prior to awarding the final engineering design. It is likely that the \$100,000 budgeted this year will not be spent. A further analysis will have to be completed to determine if the remaining Sewer Bond funds are sufficient to fund this project, or whether additional loan funding must be procured in conformance with the District's Procurement Policy. This assessment will be brought to the Audit & Finance Committee and the full Board, likely as part of this year's budget process.

Office Remodel – LDA Partners continues to work on the Office Remodel design. LDA submitted Draft Plans in September 2024 and District Staff completed a final review. LDA has moved into the final design plans and specifications. In February they submitted a construction cost estimate for \$3.5M. As discussed as part of the Operations CIP budgeting at the March 5, 2025 Board Meeting, we have included a \$275,000 budget line item to replace the Ops trailer, which is in dire need of

replacement. We have also included \$2M each for FY26/27 and FY27/28. The funding for this project has not yet been secured, but Staff is pursuing funding through the State Water Resources Control Board, Clean Water State Revolving Fund grant/loan program. If we secure grant funding or low interest loan funding, we will bring this item back to the Board for consideration.

McCluski/Hewitt Tank Replacement Project – This project, consisting of the replacement of the two existing redwood tanks at the west end of Hewitt Ave on McCluski Hill, is waiting for FEMA to complete NEPA for the project and release Phase 2 grant funding. The existing 100,000 gallon and 150,000-gallon redwood tanks will be replaced with two, 200,000-gallon, glass-fused lined, bolted steel tanks. The Phase 1 grant funding included the completion of the Biological and other Special Studies as well as Geotech assessment and 65% design drawings. Kennedy Jenks completed the initial Preliminary Design Report and initial Design Drawings as well as the final Environmental Documents. The Phase 1 documents were submitted to CalOES and FEMA in February 2024 to close out the Phase 1 portion of the grant. District Staff is working on a request for additional grant funding, and then we will wait for the Phase 2 grant funding to be released for the final design, bidding and construction of the tanks.

This first phase of the work cost \$155,750 overall which included a \$38,938 District match. This work was included in the 2024/25 Fiscal Year budget, with \$200k budget for this FY to complete the design, and \$2M budget for the 2025/26 FY and \$2M budget for the 2026/27 FY. The overall grant cost estimate for this project was estimated to be \$1.44 Million, with 75% Federal Funding (\$1,079,038.50) and a 25% District match (\$359,679.50). However, the initial Preliminary Design Report estimated construction cost at \$4.64M. As mentioned, we will submit a request to see if there is additional grant funding available from FEMA/CalOES for this increased construction costs.

Fischer Lift Station Upgrade Project – The District received a Phase 1 Hazard Mitigation Grant for the upgrade of the Fischer Sewer Lift station in November 2023. The grant 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 strengthening the building. GHD is finalizing the environmental and geotechnical work required for the CEQA/NEPA permitting and design. They anticipated that the design and environmental documentation will be completed and submitted to CalOES by the end of 2024, but unfortunately, they realized that a County Coastal Development Permit is also required. This will not be able to be completed by the end of the year. The District has submitted an extension request to CalOES which was approved in November 2024 and extends the grant out to August 2025.

The seismic retrofit of the Fischer Sewer Lift Station is funded in part by a Hazard Mitigation Grant. The original grant application was for a total project cost of \$1,582,000 which would be funded by a 75% grant of \$1,186,500 with a 25% District match of \$395,500. Phase 1 of the project funding was approved on October 16, 2023 in the total amount of \$269,220, consisting of \$201,915 in Federal funding and a \$67,305 District match. The construction of the project is now estimated to be \$2.5M, and the contract amount for the design, permitting and construction oversight is \$410,000 for a total project cost of approximately \$2.9M. This is \$1,381,000 over the original grant project estimate. The District will request an increase in grant funding to cover the full 75% of the new overall project cost of \$2,175,000. If the full grant funding is obtained, the District's match will be \$725,000. If the additional grant funding is not obtained, the District's match will be \$1,713,500. Regardless, the District's match will be funded by the Certificates of Participation, Series 2021B-Sewer bonds. The Series 2021-B Sewer COPs currently has a fund balance of \$3,130,941.

Microgrid Project – The microgrid project is completed. As reported at the February 2025 Board Meeting, we are still working through some bugs, mainly associated with the battery system and controls and switching from the batteries after a power outage. However, the system continues to power the plant and is resulting in substantial savings for the District. As part of the project bid, the winning contractors, Ameresco Inc., agreed to perform 10-years of operation and maintenance as well as reporting.

We have also been pursuing the Inflation Reduction Act tax credit for this project. We submitted the request to the IRS back in June and finally got the go ahead to submit the tax credit for this project. Jackson & Eklund assisted the District in the completion of the tax forms, and they were submitted to the IRS at the end of November 2024. If we are found to qualify, we would receive a \$1,776,720 tax credit. Ameresco also exceeded their contract amount, and we had discussions with them during construction, that if we receive this tax credit, we will likely issue them a change order to fund some of their overages.

2x2 Meetings with County & MMAC – A regular meeting has been scheduled with the MCSD Board President, GM Kaspari, Board Secretary Blaine, Supervisor Madrone, and the MMAC Chair. Jesse Miles, the Executive Director of the McKinleyville Chamber of Commerce, and Chris Emmons, Arcata Fire District Chief, have also begun to join us for these meetings. These meetings occur on the fourth Monday of every month to discuss various topics of concern to all organizations and the community. The meeting in February was the first one of this calendar year and the first for our current Board President, Jim Biteman and the new MMAC Chair, Mary Burke. Supervisor Madrone was also present as was outgoing MMAC Chair, Lisa Dugan as well as Board Secretary

Blaine and GM Kaspari. Much of this meeting was focused on the agenda for the upcoming calendar year. We reviewed the County's current Department Heads list to determine who we would like to invite to attend a meeting. Secretary Blaine will send out invitations to the selected Department Heads and schedule those who are available. We also discussed inviting the McKinleyville High Principal and the McK Union School District Superintendent to discuss McKinleyville schools. We also discussed potentially inviting CAL FIRE, Arcata Fire and Cybelle Immitt from the County to discuss fire issues.

We also discussed the first meeting of the MREADI, McKinleyville Recovery, Emergency Action, Disaster Initiative group that is forming to assist in the education of individuals and businesses in McKinleyville for pre- and post-disaster preparation. As well as helping to develop a McKinleyville Specific Recovery Plan for post disasters. This meeting is a cooperative initiative of MMAC, the McKinleyville Chamber of Commerce and MCSD. We are also actively looking for additional planning partners and developing an agenda. I am sure this will be discussed more with the MCSD Board as the initiative further develops.

Grant Applications – As discussed at this Board Meeting, we obtained funding from the CAL Fire for the California Forest Improvement Program (CFIP) for the completion of the Community Forest Management Plan. This grant will also likely cover some initial projects and we are working with BBW & Associates to identify some fundable projects we can complete this calendar year.

As discussed, and approved at the November Board Meeting, we are also pursuing funding from the CAL FIRE Forest Health Program to fund the shaded fuel break and thinning of the Community Forest to prevent wildfires. This grant was submitted on January 15th.

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 still have not received a grant agreement for this project.

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. As discussed at the August 7, 2024 Board Meeting, we are also submitting SRF grant applications for the replacement of all of the sewer forcemains in the system, as well as retrofits of the Letz and Kelly Lift Stations. We are also submitting SRF applications for the remodel of the office. All the grant applications will be submitted by early 2025.

They will be considered for funding in the 2024/25 Fiscal Year but will also remain in the queue if not funded this year for consideration in the next Fiscal Year as well.

As discussed at the February 2025, Board Meeting, we are also finishing up the design and assessment as part of the Recycled Water Grant for the Pialorsi property. We are in the process of turning this Planning Grant into a Construction grant application for the construction of the recycled water irrigation infrastructure for the Pialorsi property as well as upgrading the existing irrigation system for the Fischer property.

Other Work – February was extremely busy. Staff and Director Orsini participated with CSDA representatives in a meeting with Senator Shiff's staff. We had a chance to discuss our projects and priorities with Staff and invited them up to tour the Community Forest when they are in the area. Staff also met with State Assemblymember Chris Rogers staff as well and again talked about our projects, but also were able to get contact information for the Assemblymember's local Staff, to facilitate reaching out to him. I also participated in a committee meeting on the allocation of spending on Measure O money.

We also continue to be busy with the ongoing construction of the 4.5MG tank and our regular construction meetings and work associated with that. We continue to work on the Microgrid project as well, meeting with Ameresco and GHD on the transition phase between construction and operations. The Community Forest continues to take up time with meetings and chasing grants as well as responding to community comments. We also continue to hold design meetings with GHD on the Fischer Lift Station upgrade project and are working with them to scope out the replacement of the Letz Lift Station forcemain. The BMX Park construction is also slowly moving forward. We continue to work on the building and grading permit from the County for that construction. We had a productive meeting with County Planning Staff in February and hope to have the permit issued in March and begin construction in April. The County is also in the middle of the update to the Countywide Hazard Mitigation Plan, and I am on the Steering Committee for that update and Staff is working on updating the MCSD Annex to the Plan. Staff is also updating the Succession Plan for key positions and responsibilities at the District and busy with the Audit for last year and the budgeting for the upcoming Fiscal Year. The GM also attended a Community Forest Committee meeting, and the MCF Forest Management Plan Subcommittee meeting, HBMWD Muni Meetings, MMAC Incorporation and Regular meetings. Things continue to be very busy at the District.

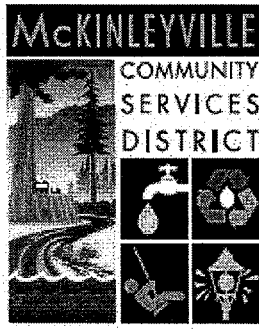
Attachments: Attachment 1 – WWMF Monthly Self-Monitoring Report

PHYSICAL ADDRESS:

1656 SUTTER ROAD
McKINLEYVILLE, CA 95519

MAILING ADDRESS:

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McKINLEYVILLE, CA 95519



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

February 26, 2025

RE: MONTHLY MONITORING REPORT

Dear Sabrina:

Enclosed is the Monthly Monitoring Report for January 2025 for McKinleyville Community Services District Wastewater Management Facilities WDID NO. 1B82084OHUM, operating under Order Number R1-2024-0023.

The normal discharge of effluent was 31 days going to 001. The required monitoring and water quality constituents that were tested and reported was in compliance in January.

Effluent Limitations Parameters	Units	Average Monthly	Average Weekly	Avg. % Removal	Max Daily	Instant Min	Instant Max	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	0.01			0.02			Compliance
Bis(ethyly-hexy) Phthalate	ug/L	1.8			3.0			Compliance
Total Chromium	ug/L	50			100			Compliance
Ammonia Impact Ratio	ratio	1.0			1.0			Compliance
Monitoring Location REC-001								
BOD	mg/L	30	45	>85				Compliance
TSS	mg/L	30	45	>85				Compliance
Nitrate		10						Compliance
PH						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 2. Four samples were collected in the month of January and was in compliance.

Monthly River Monitoring was conducted in January.

Quarter 1 sampling was conducted in January.

Semi Annual Chronic Testing was conducted in January

McKINLEYVILLE COMMUNITY SERVICES DISTRICT WASTEWATER MANAGEMENT FACILITY MONITORING DATA

MONTH: January 2025

DATE	INFLUENT FLOW		EFFLUENT FLOW		EFFLUENT MAXIMUM		RIVER CFS		RIVER DILUTION		INFLUENT MONITORING			EFFLUENT MONITORING			RIVER MONITORING			SETTLABLES			TOTAL COLIFORMS			ENTEROCOCCI			RSW-001			RSW-002											
	M.G.D.	M.G.D.	M.G.D.	M.G.D.	M.G.P.M.	M.G.P.M.	M.G.P.M.	CFS	DILUTION	RIVER	B.O.D.	TSS	PH	TEMP	CL ₂ RES	CL ₂ RES	TSS	B.O.D.	PH	TEMP	CL ₂ RES	CL ₂ RES	SOIDS	SOIDS	ENTEROCOCCI	ENTEROCOCCI	TIME	PH	TEMP	TIME	PH	TEMP	TIME	PH	TEMP	TIME	PH	TEMP					
1	1.523	1.703	1.453	1.703	1453	1453	5970	1844				6.8	13.1		2.9	0.00									N/A	N/A	14:00	6.9	12.4	11.6	N/A	N/A	14:10	6.8	12.6	11.4	N/A	N/A					
2	1.564	1.714	1406	10100	3224					250		6.8	13.8		3.1	0.00									N/A	N/A																	
3	1.901	1.714	1385	11900	3857							6.8	13.9		2.6	0.00							<0.1		N/A	N/A																	
4	1.741	1.764	1483	11400	3450							6.8	13.6		2.6	0.00								N/A	N/A																		
5	1.625	1.797	1542	7720	2247							6.8	13.7		2.6	0.00								N/A	N/A																		
6	1.595	1.812	1496	6410	1923							6.8	14.2		2.8	0.00							2		N/A	N/A	10:25	7.3	11.6	13.1	N/A	N/A	10:35	7.5	11.3	13.1	N/A	N/A					
7	1.441	1.804	1620	5250	1455							6.8	13.9		2.7	0.00								N/A	N/A																		
8	1.385	1.714	1508	4220	1256							6.8	13.5		2.7	0.00								N/A	N/A																		
9	1.322	1.726	1536	3560	1040							6.9	12.8		3.4	0.00								N/A	N/A																		
10	1.258	1.597	1410	3010	958					280		6.8	13.1	2.1	0.0	2.8	0.00					<0.1		N/A	N/A																		
11	1.278	1.646	1471	2570	784							6.8	12.5		2.5	0.00								N/A	N/A																		
12	1.316	1.527	1370	2140	701							6.9	12.1		2.4	0.00								N/A	N/A																		
13	1.218	1.591	1416	2030	643							6.8	12.2		2.8	0.00							<1.8		N/A	N/A	15:55	7.5	10.8	11.9	N/A	N/A	16:05	7.2	10.7	10.8	N/A	N/A					
14	1.167	1.491	1398	1800	578							6.8	12.2		2.8	0.00								N/A	N/A																		
15	1.142	1.490	1396	1630	524							6.8	12.2		1.9	0.00								N/A	N/A																		
16	1.143	1.481	1392	1480	477							6.8	12.4		2.5	0.00								N/A	N/A																		
17	1.111	1.393	1294	1380	479					290		6.9	12.1	2.5	2.6	2.9	0.00					<0.1		N/A	N/A																		
18	1.116	1.458	1386	1290	418							6.9	11.6		2.3	0.00								N/A	N/A																		
19	1.119	1.337	1253	1100	394							7.0	11.6		2.3	0.00								N/A	N/A																		
20	1.129	1.390	1315	1050	358							7.0	11.5		2.1	0.00								N/A	N/A																		
21	1.048	1.314	1274	987	348							6.9	11.7		2.1	0.00								N/A	N/A																		
22	1.024	1.295	1274	910	321							7.0	11.5		2.1	0.00								N/A	N/A																		
23	1.025	1.283	1280	848	302							6.9	11.8		2.0	0.00								N/A	N/A																		
24	0.995	1.221	1228	795	291					380		6.9	11.8	3.6	3.2	2.0	0.00					<0.1		N/A	N/A																		
25	1.033	0.939	1041	766	330							7.1	12.2		1.2	0.00								N/A	N/A																		
26	1.073	0.978	1187	726	275							7.0	11.8		1.0	0.00								N/A	N/A																		
27	1.004	1.057	1932	677	157							6.9	11.5		1.5	0.00								N/A	N/A																		
28	0.970	0.993	1183	656	249							6.9	11.5		1.4	0.00								N/A	N/A																		
29	0.971	1.023	1131	645	256							6.9	12.0		1.8	0.00								N/A	N/A																		
30	0.948	0.888	1050	754	322							6.9	12.2		1.2	0.00								N/A	N/A																		
31	1.017	0.908	882	812	413					380		6.8	12.8	3.7	2.6	1.4	0.00					<0.1		N/A	N/A																		

MONTHLY TESTS EFF-001 DISCHARGE TO RIVER				MONTHLY RIVER RSW-001				MONTHLY RIVER RSW-002					
Ammonia	Nitrate	Hardness	Total Phosphorus	Ammonia	Conductivity	Turbidity	Hardness	TDS	Ammonia	Conductivity	Turbidity	Hardness	TSS
ND	5.6	77	3.3	ND	77.9	294.9	71	140	ND	77.9	294.9	110	68
MONTHLY TESTS REC-001 DISCHARGE TO LAND				MONTHLY BOD & TSS				MONTHLY QUARTERLY TESTING					
TDS	AMMONIA	NITRATE	NITRITE	SODIUM	CHLORIDE	BORON	BOD	TSS	BOD	TSS	BOD	TSS	BOD
N/A	N/A	N/A	N/A	N/A	N/A	N/A	3	30	3	30	3	30	3
QUARTERLY GROUNDWATER MONITORING				QUARTERLY TESTING				SEMI-ANNUAL CHRONIC TOXICITY					
GW-001	GW-002	GW-006	GW-007	GW-009	GW-019	Bis(2-ethylhexyl) Phthalate	Date	Species	Test Pass/Fail	Rainbow Trout	Permit Exceedance		
TDS 96	Nitrate 6.1	TDS 120	Nitrate 4.5	TDS 130	Nitrate 4.2	Dichlorobromomethane	1/1/2025		PASS				

Signature: _____

Remarks: _____

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

JANUARY 2025

Discharge Monitoring DATE	M-INF INFLUENT MGD	M-001 EFFLUENT MGD	MAXIMUM GPM	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	1.523	1.703	1453					0.000	1.703
2	1.564	1.714	1406					0.000	1.714
3	1.901	1.714	1385					0.000	1.714
4	1.741	1.764	1483					0.000	1.764
5	1.625	1.797	1542					0.000	1.797
6	1.595	1.812	1496					0.000	1.812
7	1.441	1.804	1620					0.000	1.804
8	1.385	1.714	1508					0.000	1.714
9	1.322	1.726	1536					0.000	1.726
10	1.258	1.597	1410					0.000	1.597
11	1.278	1.646	1471					0.000	1.646
12	1.316	1.527	1370					0.000	1.527
13	1.218	1.591	1416					0.000	1.591
14	1.167	1.491	1398					0.000	1.491
15	1.142	1.490	1396					0.000	1.490
16	1.143	1.481	1392					0.000	1.481
17	1.111	1.393	1294					0.000	1.393
18	1.116	1.458	1386					0.000	1.458
19	1.119	1.337	1253					0.000	1.337
20	1.129	1.390	1315					0.000	1.390
21	1.048	1.314	1274					0.000	1.314
22	1.024	1.295	1274					0.000	1.295
23	1.025	1.283	1260					0.000	1.283
24	0.995	1.221	1228					0.000	1.221
25	1.033	0.939	1041					0.000	0.939
26	1.073	0.978	1187					0.000	0.978
27	1.004	1.057	1932					0.000	1.057
28	0.970	0.993	1183					0.000	0.993
29	0.971	1.023	1131					0.000	1.023
30	0.948	0.888	1050					0.000	0.888
31	1.017	0.908	882					0.000	0.908
TOTAL	38.202	44.048		0.000	0.000	0.000	0.000	0.000	44.048
AVERAGE	1.232	1.421	1354	0.000	0.000	0.000	0.000	0.000	1.421
MAXIMUM	1.901	1.812	1932	0.000	0.000	0.000	0.000	0.000	1.812
MINIMUM	0.948	0.888	882	0.000	0.000	0.000	0.000	0.000	0.888
DAYS	31	31		0	0	0	0	0	31
DAYS WITH NO DISCHARGE = 0									