



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

**NOTICE IS HEREBY GIVEN THAT A REGULAR MEETING OF THE
MCKINLEYVILLE COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS
WILL BE HELD
WEDNESDAY, MARCH 6, 2024 AT 6:00pm**

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

Or

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

To participate in person, please come to Azalea Hall.

To participate by teleconference, please use the toll free number listed above, or join through the internet at the Zoom App with weblink and ID number listed above, or the public may submit written comments to the Board Secretary at: comments@mckinleyvillecsd.com up until 4:30 p.m. on Tuesday, March 5, 2024.

All Public Comment received before the above deadline will be provided to the Board at 9 a.m. on Wednesday, March 6, 2024 in a supplemental packet information that will also be posted on the website for public viewing.

AGENDA

6:00 p.m.

A. CALL TO ORDER

A.1 Roll Call

A.2 Pledge of Allegiance

A.3 Additions or Changes to the Agenda

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

A.4 Approval of the Agenda

A.5 Closed Session Discussion

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

NO CLOSED SESSION SCHEDULED

B. PUBLIC HEARINGS

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

NO PUBLIC HEARING SCHEDULED

C. PUBLIC COMMENT AND WRITTEN COMMUNICATIONS

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

D. CONSENT CALENDAR

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

D.1	Consider Approval of the Minutes of the Board of Directors Regular Meeting on February 7, 2024	Pg. 5
	Attachment 1 – Draft Minutes from February 7, 2024	Pg. 7
D.2	Consider Approval of January 2024 and December 2023 Treasurer’s Report	Pg. 13
D.3	Compliance with State Double Check Valve (DCV) Law	Pg. 43
D.4	Review and Approve the Amendments to the County Lease for Library Facilities	Pg. 45
	Attachment 1 – Original Library Lease and Prior Amendments	Pg. 47
	Attachment 2 – Fourth Amendment to Library Lease	Pg. 73
D.5	Consider and Possible Approval of Contract with GHD to Provide Engineering And Environmental Services for the Fischer Sewer Lift Station Seismic Retrofit Project	Pg. 75
	Attachment 1 – GHD Statement of Qualifications	Pg. 79
	Attachment 2 – Professional Services Contract and Scope of Work	Pg. 121
D.6	2023 Wastewater Management Facility Annual Report for the North Coast Regional Water Quality Control Board (NCRWQCB)	Pg. 149

	Attachment 1 - Summary of 2023 Wastewater Management Facility Annual Report	Pg. 151
D.7	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	Pg. 161
	Attachment 1 – HSC Agreement between MCSD and McKinleyville Little League	Pg. 163
	Attachment 1a – Supplemental Maintenance Agreement between McKinleyville Little League and MCSD	Pg. 199
	Attachment 2 – HSC Agreement between MCSD and Mad River Girls Fastpitch Softball (Humboldt ASA)	Pg. 209

E. CONTINUED AND NEW BUSINESS

E.1	Consider Call for Nominations for District Board Members to Serve on Humboldt Local Agency Formation Commission (LAFCo)	Pg. 245
	Attachment 1 – LAFCo Request for Nominations Letter	Pg. 247
E.2	Consider Approval of Ordinance 2024-01 Amending Regulations 46-48, Pertaining to the McKinleyville Community Forest – First Reading	Pg. 251
	Attachment 1 – Revision of Rules 46-48 in Track Changes	Pg. 253
	Attachment 2 – Ordinance No. 2024-01, An Ordinance of the McKinleyville Community Services District Amending Regulations 46-48, Pertaining to the McKinleyville Community Forest	Pg. 257
E.3	Review Information for the Draft Capital Improvement Plan for the Operational Funds: Water, Wastewater, and Streetlights, FY2024-25	Pg. 261
	Attachment 1 – Draft Capital Improvement Plan Narrative For Fiscal Year 2024-25	Pg. 263
	Attachment 2 – Draft Capital Improvement Plan	Pg. 267
E.4	Consider Joining the ACWA (Association of California Water Agencies) Coalition Supporting ACWA-Sponsored AB 2257	Pg. 271
	Attachment 1 – ACWA AB 2257 Coalition Sign Up Form	Pg. 273
	Attachment 2 – AB 2257 Fact Sheet	Pg. 275

F. REPORTS

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

- F.1 ACTIVE COMMITTEE REPORTS
- a. Parks and Recreation Committee (Binder/Biteman)
 - b. Area Fund (John Kulstad/Binder)
 - c. Redwood Region Economic Development Commission (Biteman/Mayo)
 - d. McKinleyville Senior Center Board Liaison (Binder/Couch)
 - e. Audit and Finance Committee (Orsini/Biteman)

- f. Employee Negotiations (Couch/Mayo)
- g. McKinleyville Municipal Advisory Committee (Orsini/Binder)
- h. AdHoc Committee – Community Forest (Mayo/Orsini)

F.2 LEGISLATIVE AND REGULATORY REPORTS

F.3 STAFF REPORTS

- a. Finance & Administration Department (Colleen M.R. Trask) Pg. 277
- b. Operations Department (James Henry) Pg. 279
- c. Parks & Recreation Department (Lesley Frisbee) Pg. 285
- d. General Manager (Pat Kaspari) Pg. 291
- Attachment 1 – WWMF Monthly Self-Monitoring Report Pg. 297

F.4 PRESIDENT’S REPORT

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

G. ADJOURNMENT

Posted 5:00 pm on March 1, 2024

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

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

McKinleyville Community Services District

BOARD OF DIRECTORS

March 6, 2024

TYPE OF ITEM: **ACTION**

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

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

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

Recommendation:

Staff recommends the approval of the Minutes of the Board of Directors for the February 7, 2024 Regular Board Meeting.

Discussion:

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 7, 2024 Regular Meeting

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MINUTES OF THE REGULAR MEETING OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT HELD ON WEDNESDAY, FEBRUARY 7, 2024 at 6:00 P.M. IN PERSON AT AZALEA HALL – 1620 PICKETT ROAD, MCKINLEYVILLE, CALIFORNIA and TELECONFERENCE Via ZOOM & TELEPHONE: ZOOM MEETING ID: 859 4543 6653 (<https://us02web.zoom.us/j/85945436653>) and TOLL FREE: 1-888-788-0099

AGENDA ITEM A. CALL TO ORDER:

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

Scott Binder, President	Pat Kaspari, General Manager
James Biteman, Vice President	Joey Blaine, Board Secretary
David Couch, Director	Colleen M.R. Trask, Interim Finance Director
Dennis Mayo, Director	Lesley Frisbee, Parks & Recreation Coordinator
Greg Orsini, Director	James Henry, Operations Director

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

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

A.4 Approval of the Agenda:

Motion: It was moved to approve the agenda.

Motion by: Director 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: None

Motion Summary: Motion passed.

A.5 Closed Session Discussion

There was no closed session scheduled.

AGENDA ITEM B. PUBLIC HEARINGS:

There was no public hearing scheduled.

AGENDA ITEM C. PUBLIC COMMENT AND WRITTEN COMMUNICATIONS:

There was no public comment.

AGENDA ITEM D. CONSENT CALENDAR:

D.1 Consider Approval of the Minutes of the Board of Directors Regular Meeting on January 10, 2023

D.2 Consider Approval of December 2023 Treasurer’s Report

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

D.4 Review and Approve the Amendments to the County Leases for the Sheriff’s Facilities

**D.5 Review of 2023 Integrated Pest Management Plan Annual Report
Attachment 1 – IPM Treatment Tracking Forms**

D.6 Update of Authorized Signers at Umpqua Bank and/or Other Agencies, Banks or Credit Card Companies As May Be Required

General Manager Kaspari requested that items D.1 and D.2 to be pulled.

Motion: It was moved to approve the Consent Calendar sans Items D.1 and D.2

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

There were no comments from the Board or public.

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

Motion Summary: Motion passed.

Regarding D.1, General Manager Kaspari noted that the listing of Directors and staff in attendance in the minutes in item D.1 need updated to reflect the change in officers made in January 2024.

Motion: It was moved to approve the January 10, 2024 minutes as amended.

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

There were no comments from the Board or public.

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

Motion Summary: Motion passed.

Regarding D.2, General Manager Kaspari explained that the December 2023 Treasurer's report was unavailable due to unforeseen circumstances and item D.2 will be postponed until the March 6, 2024 Board meeting.

AGENDA ITEM E. CONTINUED AND NEW BUSINESS:

E.1 Consider Appointment of Applicant, Patti Stuart to Vacant Alternate Seat on the Park and Recreation Committee (PARC) (Action)

Parks and Recreation Director Frisbee presented the item.

Mrs. Stuart gave a brief biography of herself and what brought her to McKinleyville.

Board members thanked Ms. Stuart for her desire to participate in the committee.

Motion: It was moved to appoint Patti Stuart to the vacant alternate seat on the PARC committee.

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: None

Motion Summary: Motion passed.

E.2 Consider Approval of Resolution 2024-04 Initiating the Formation of Washington Terrace Street Light Zone # 105

General Manager Kaspari presented the item.

Motion: It was moved to approve Resolution 2024-04.

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

There were no comments from the Board or public.

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

Motion Summary: Motion passed.

E.3 Consider Approval of Resolution 2024-05 Initiating the Formation of Washington Terrace Subdivision Open Space Maintenance Zone (OSMZ) #28 and Resolution 2024-06 Executing a Certificate Acceptance of the Quitclaim Deed for Open Space Maintenance Zone (OSMZ) #28

General Manager Kaspari presented the item.

Director Orsini asked clarifying questions regarding the areas proposed to be maintained.

Motion: It was moved to approve Resolution 2024-05 and Resolution 2024-06 and authorize the Board President to sign any necessary documents.

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

There was no comment from the Board or public.

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

Motion Summary: Motion passed.

E.4 Review Information for the Draft Capital Improvement Plan for the Parks and General Fund, FY 2024-25 (Information)

Parks and Recreation Director Frisbee overviewed the item.

Director Biteman asked clarifying questions on the prioritization of items within the plan and the funding sources for those items.

President Binder asked if any community members have inquired about exemptions from the Measure B assessment. Ms. Frisbee replied that they have not.

Director Orsini asked how a situation where expenses exceed the budget would be handled. Ms. Frisbee replied that the plan would be adjusted to fit within budget.

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

E.5 Consider Attendance at the Association of California Water Agencies (ACWA) 2024 Spring Conference & Expo in Sacramento, CA on May 7-9, 2024

Board Secretary Blaine presented the item.

Motion: It was moved to approve interested Directors to attend.

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

There was no comment from the Board or public.

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

Motion Summary: Motion passed.

E.6 Consider Attendance at the 2024 Special District Legislative Days in Sacramento, CA May 21-22, 2024

Board Secretary Blaine presented the item.

Motion: It was moved to approve interested Directors to attend.

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

There was no comment from the Board or public.

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

Motion Summary: Motion passed.

Director Couch departed the meeting at 6:47 p.m.

AGENDA ITEM F. REPORTS

F.1 ACTIVE COMMITTEE REPORTS

- a. **Parks and Recreation Committee (Binder/Biteman):** Director Binder had nothing to report further than that in Parks and Recreation Director Frisbee's staff report.
- b. **Area Fund (John Kulstad/Binder):** Did not meet.
- c. **Redwood Region Economic Development Commission (Biteman/Mayo):** Director Biteman gave a brief update from the January meeting of the RREDC.
- d. **McKinleyville Senior Center Advisory Council (Binder/Couch):** Director Binder gave a brief report on the activities of the Senior Center.
- e. **Audit and Finance (Orsini/Biteman):** Did not meet.
- f. **Employee Negotiations (Couch/Mayo):** Did not meet.
- g. **McKinleyville Municipal Advisory Committee (Orsini/Binder):** Director Orsini gave a brief report.
- h. **Ad Hoc Community Forest Committee (Mayo/Orsini):** Parks and Recreation Frisbee gave a brief update on the acquisition of the McKinleyville Community Forest and plans moving forward.
- i. **HBMWD Muni Water Task Force (Couch/Mayo):** Did not meet. Director Mayo informed the board that he and Director Couch would be attending the upcoming February 12, 2024 meeting being held by Humboldt Bay Municipal Water District regarding Instream Flow Dedication.

F.2 LEGISLATIVE AND REGULATORY REPORTS

Director Mayo updated the Board his February activities will include attending Senator McGuire's swearing-in as speaker pro-tem. He will also be attending the ACWA DC Conference and meeting with several dignitaries while there.

F.3 STAFF REPORTS

- a. **Finance and Administration Department:** General Manager Kaspari gave a brief update on the Finance Director search and introduced Colleen Trask as Interim Finance Director.
- b. **Operations Department (James Henry):** No further comments
- c. **Parks & Recreation Department (Lesley Frisbee):** No further comments.
- d. **General Manager (Patrick Kaspari):** General Manager Kaspari gave brief updates on the 4.5 Million Gallon Tank Project and the implementation of agenda management software for future meetings.

F.4 PRESIDENT'S REPORT:

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

Director Orsini gave a brief update on the activities of California CLASS.

G. ADJOURNMENT:
Meeting Adjourned at 7:50 p.m.

Joey Blaine, Board Secretary

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**McKinleyville Community Services District
Treasurer's Report
January 2024**

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Page 2	Activity Summary by Fund with Selected Graphic Comparisons
Page 9	Cash Disbursement Report

Ratios

as of January 31, 2024

- Utility Accounts Receivable Turnover Days	12
- YTD Breakeven Revenue, Water Fund:	\$ 2,016,173
- YTD Actual Water Sales:	\$ 2,499,567
- Days of Cash on Hand-Operations Checking/MM	263

McKinleyville Community Services District
Activity Summary by Fund, Approved Budget
January 2024

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	353,761	436,904	386,935	338,961	354,749	304,051	324,207	2,499,567	2,508,333	(8,766)	-0.35%	4,300,000	1,800,433	41.87%	
Other Revenues	9,853	9,007	(8,074)	43,317	22,724	15,889	12,775	105,490	253,721	(148,231)	-58.42%	434,950	329,460	75.75%	
Total Operating Revenues	363,614	445,911	378,860	382,278	377,472	319,940	336,982	2,605,058	2,762,054	(156,996)	-5.68%	4,734,950	2,129,892	44.98%	
Salaries & Benefits	181,509	80,101	88,247	101,516	88,911	116,767	97,563	754,613	816,370	(61,757)	-7.56%	1,399,492	644,879	46.08%	Budget spread evenly across 12 months, but actuals vary by schedule
Water Purchased	104,139	108,294	107,177	107,788	105,702	113,524	105,611	752,234	741,066	11,168	1.51%	1,270,398	518,164	40.79%	
Other Expenses	42,629	35,359	57,018	108,967	59,968	66,775	50,756	421,471	477,050	(55,579)	-11.65%	817,800	396,329	48.46%	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	361,610	257,087	285,774	351,604	287,914	330,398	287,262	2,161,648	2,267,819	(106,171)	-4.68%	3,887,690	1,726,042	44.40%	
Net Operating Income	2,004	188,825	93,086	30,674	89,559	(10,458)	49,719	443,409	494,235	(263,167)		847,260	403,851		
Grants	-	-	1,948	335,807	-	-	3,832	341,587	4,090,625	(3,749,039)		7,012,500	6,670,914	95.13%	
Interest Income	9,987	15,626	15,594	22,293	21,794	22,611	22,280	130,185	(29,167)	159,352	-546.34%	(50,000)	(180,185)	360.37%	
Interest Expense	-	-	-	-	-	-	-	-	(198,538)	(198,538)	-100.00%	(340,351)	(340,351)	100.00%	
Total Non-Operating Income	9,987	15,626	17,542	358,100	21,794	22,611	26,111	471,772	3,862,920	(3,788,224)		6,622,149	6,150,377		
Net Income (Loss)	11,992	204,451	110,628	388,774	111,353	12,153	75,830	915,181	4,357,155	(4,051,391)		7,469,409	6,554,228		
Wastewater															
Wastewater Service Charges	351,036	377,955	359,811	342,651	356,199	330,577	347,358	2,465,586	2,450,000	15,586	0.64%	4,200,000	1,734,414	41.30%	
Other Revenues	7,949	8,795	14,043	48,061	34,684	8,371	27,932	149,835	344,804	(194,969)	-56.54%	591,092	441,257	74.65%	
Total Operating Revenues	358,984	386,750	373,854	390,713	390,883	338,948	375,290	2,615,421	2,794,804	(179,383)	-6.42%	4,791,092	2,175,671	45.41%	
Salaries & Benefits	210,894	112,489	119,318	129,583	116,243	122,957	128,540	940,024	855,600	84,424	9.87%	1,466,742	526,718	35.91%	Budget spread evenly across 12 months, but actuals vary by project & expenditure
Other Expenses	54,998	49,810	74,640	69,992	90,866	73,607	73,990	487,901	641,842	(153,941)	-23.98%	1,100,300	612,399	55.66%	
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	390,892	287,299	318,957	324,575	332,109	321,564	327,530	2,302,926	2,372,442	(69,516)	-2.93%	4,067,042	1,764,116	43.38%	
Net Operating Income	(31,907)	99,451	54,896	66,138	58,774	17,384	47,760	312,496	422,362	(109,866)		724,050	411,554		
Grants	-	-	-	64,196	-	-	3,872	68,068	458,208	(390,140)	-85.14%	785,500	717,432	91.33%	
Interest Income	17,049	24,242	19,694	29,258	27,348	28,209	27,798	173,599	(29,167)	202,766	-695.19%	(50,000)	(223,599)	447.20%	
Interest Expense	-	-	-	-	-	-	-	-	(207,822)	(207,822)	-100.00%	(356,267)	(356,267)	100.00%	
Total Non-Operating Income	17,049	24,242	19,694	93,454	27,348	28,209	31,670	241,667	221,219	(20,448)		379,233	137,566	36.27%	
Net Income (Loss)	(14,858)	123,692	74,591	159,592	86,123	45,592	79,430	554,162	643,581	(89,419)		1,103,283	549,121		
Enterprise Funds Net Income (Loss)	(2,866)	328,143	185,219	548,366	197,475	57,745	155,261	1,469,343	5,000,736	(3,531,393)		8,572,692	7,103,349		

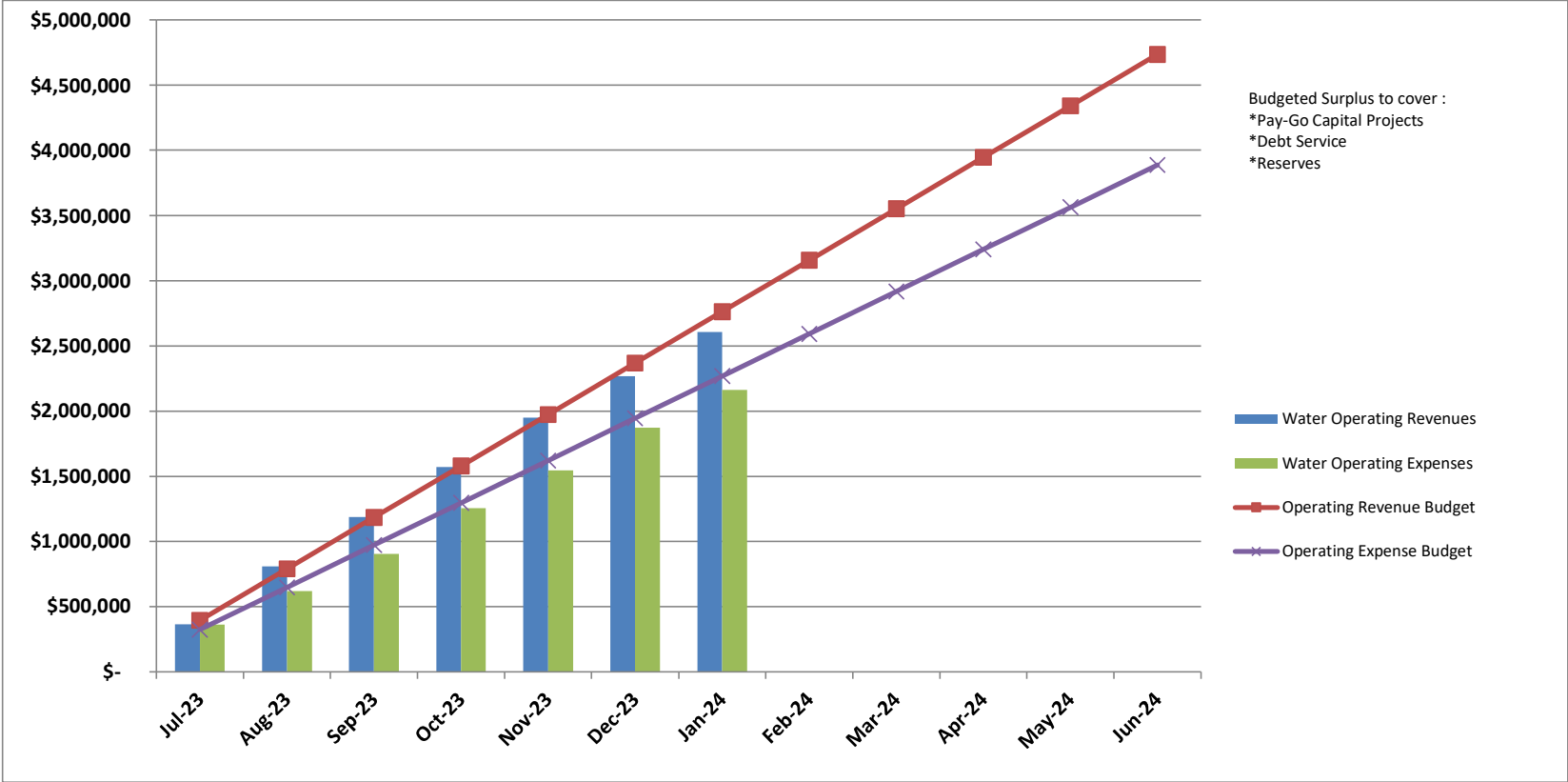
McKinleyville Community Services District
 Activity Summary by Fund, Approved Budget
 January 2024

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	24,962	16,513	6,027	43,897	19,056	45,635	13,954	170,044	178,809	(8,765)	-4.90%	306,530	136,486	44.53%	Budget spread evenly across 12 months, but actuals vary by schedule
Rents & Facility Related Fees	5,873	9,284	6,254	10,842	7,995	6,781	4,581	51,610	50,061	1,549	3.09%	85,819	34,209	39.86%	
Property Taxes	-	-	-	-	-	-	-	364,401	364,401	(86,910)	-19.26%	773,676	409,275	52.90%	Estimated based on FY22-23 and Approved FY23-24 Budget
Other Revenues	20,302	11,743	22,379	11,846	13,506	11,835	91,256	182,867	109,696	73,171	66.70%	188,050	5,183	2.76%	Budget spread evenly across 12 months, but actuals vary by schedule
Interest Income	833	10,883	14,990	20,978	20,516	21,072	20,764	110,036	23,333	86,703	371.59%	40,000	(70,036)	-175.09%	
Total Revenues	51,970	48,423	49,651	87,563	61,072	449,725	130,555	878,959	813,210	65,749	8.09%	1,394,075	515,116	36.95%	
Salaries & Benefits	118,593	80,720	85,881	85,015	86,074	96,557	137,905	552,841	511,685	41,156	8.04%	877,174	324,333	36.97%	
Other Expenditures	71,094	40,031	36,665	131,079	47,718	20,744	-	485,236	301,485	183,751	60.95%	516,831	31,595	6.11%	
Total Expenditures	189,687	120,751	122,546	216,094	133,793	117,301	137,905	1,038,077	813,170	224,907	27.66%	1,394,005	355,928	25.53%	
Other Financing Sources:															
Grant Revenues	-	-	-	72,332	-	-	-	72,332	655,667	(583,335)	-88.97%	1,124,000	1,051,668	93.56%	
Capital Expenditures	-	133,399	(30,218)	51,681	17,520	-	-	172,382	1,016,667	(844,285)	-84.06%	1,124,000	951,618	84.66%	Budget spread evenly across 12 months, but actuals vary by project schedule
Excess (Deficit)	(137,717)	(205,727)	(42,677)	(107,881)	(90,241)	332,423	(7,350)	(259,169)	(360,960)	101,791		70	1,210,857		
*Measure B Assessment															
Total Revenues	876	683	166	53	53	141,110	(10)	142,931	135,450	7,481	5.52%	232,200	89,269	38.44%	Estimated based on FY22-23 and Approved FY23-24 Budget
Salaries & Benefits	6,305	11,329	9,221	9,681	10,928	1,861	10,059	59,384	45,714	13,670	29.90%	78,367	18,983	24.22%	Budget spread evenly across 12 months; actuals vary by maintenance schedule
Other Expenditures	1,466	5,082	1,466	1,466	1,466	1,467	1,466	13,881	15,430	(1,549)	-10.04%	26,451	12,570	47.52%	Budget spread evenly across 12 months, but actuals vary seasonally
Capital Expenditures/Loan Repayment	-	-	-	-	-	-	-	-	74,348	(74,348)	-100.00%	127,453	127,453	100.00%	Budget is spread evenly across 12 months. Loan pmts are October & April
Total Expenditures	7,771	16,410	10,687	11,148	12,394	3,329	11,526	73,265	135,492	(62,227)	-45.93%	232,271	159,006	68.46%	
Excess (Deficit)	(6,896)	(15,728)	(10,521)	(11,095)	(12,341)	137,781	(11,536)	69,666	(42)	69,708		(71)	(69,737)		
*Street Lights															
Total Revenues	11,370	11,512	11,503	11,478	11,351	11,311	11,245	79,770	75,017	4,753	6.34%	128,600	48,830	37.97%	
Salaries & Benefits	4,920	3,481	3,627	1,788	3,931	5,120	4,165	27,031	34,343	(7,312)	-21.29%	58,873	31,842	54.09%	Budget spread evenly across 12 months; actuals vary by maintenance schedule
Other Expenditures	5,824	4,615	5,815	7,399	3,911	3,971	5,023	36,559	25,951	10,608	40.88%	44,487	7,928	17.82%	
Capital Expenditures/Loan Repayment	-	-	-	-	-	24,139	-	24,139	42,583	(18,444)	-43.31%	73,000	48,861	66.93%	Budget spread evenly across 12 months, but actuals vary by project
Total Expenditures	10,744	8,096	9,442	9,187	7,842	33,230	9,188	87,729	102,877	(15,148)	-14.72%	176,360	88,631	50.26%	
Excess (Deficit)	625	3,416	2,061	2,291	3,509	(21,918)	2,057	(7,959)	(27,860)	(19,901)		(47,760)	(39,801)		
Governmental Funds Excess (Deficit)	(143,987)	(218,039)	(51,137)	(116,684)	(99,073)	448,286	(16,829)	(197,462)	(388,862)	191,400		(47,761)	1,101,319		

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

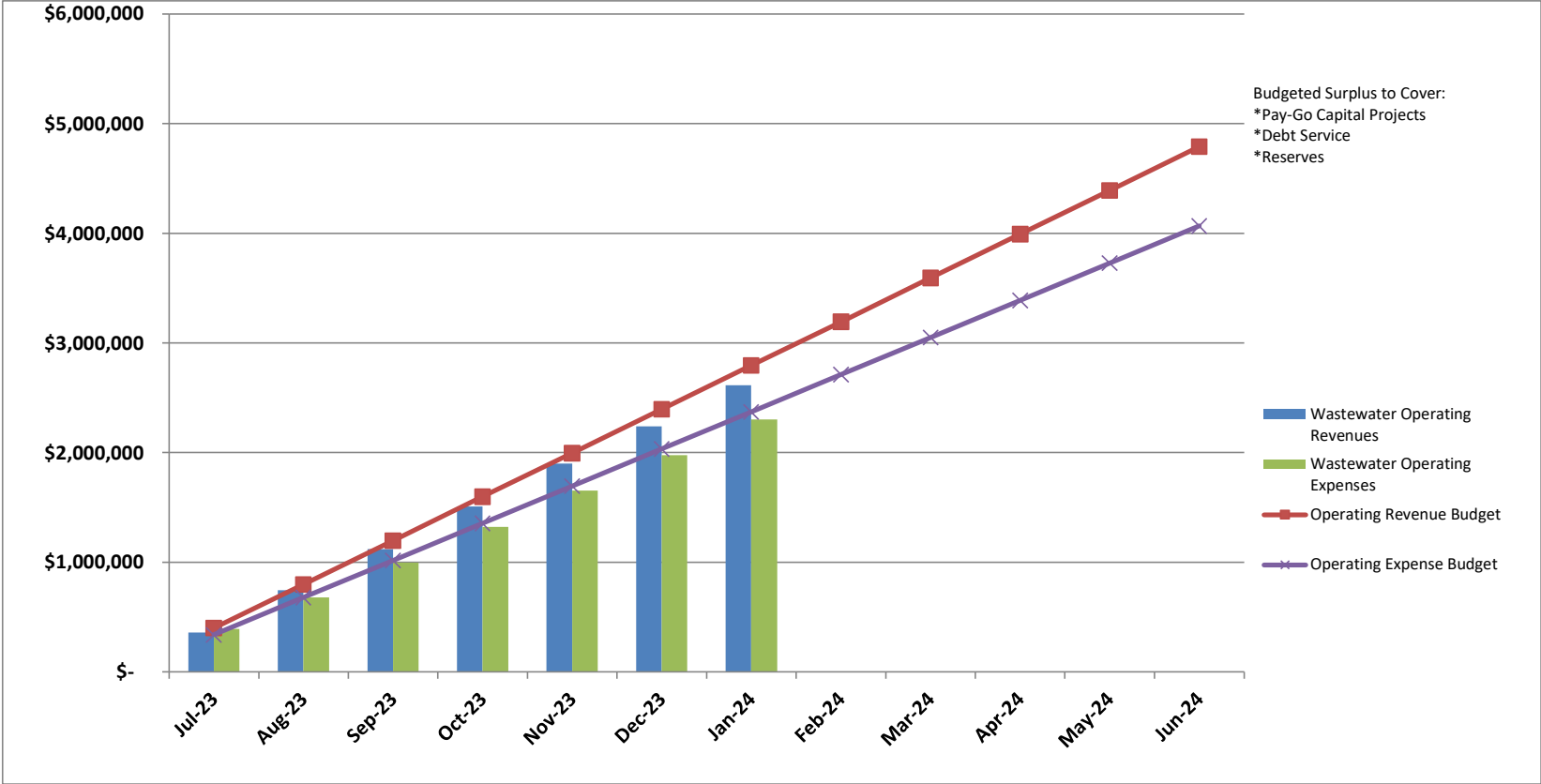
**McKinleyville Community Services District
January 2024**

Comparison of Water Fund Operating Revenues & Expenses to Budget



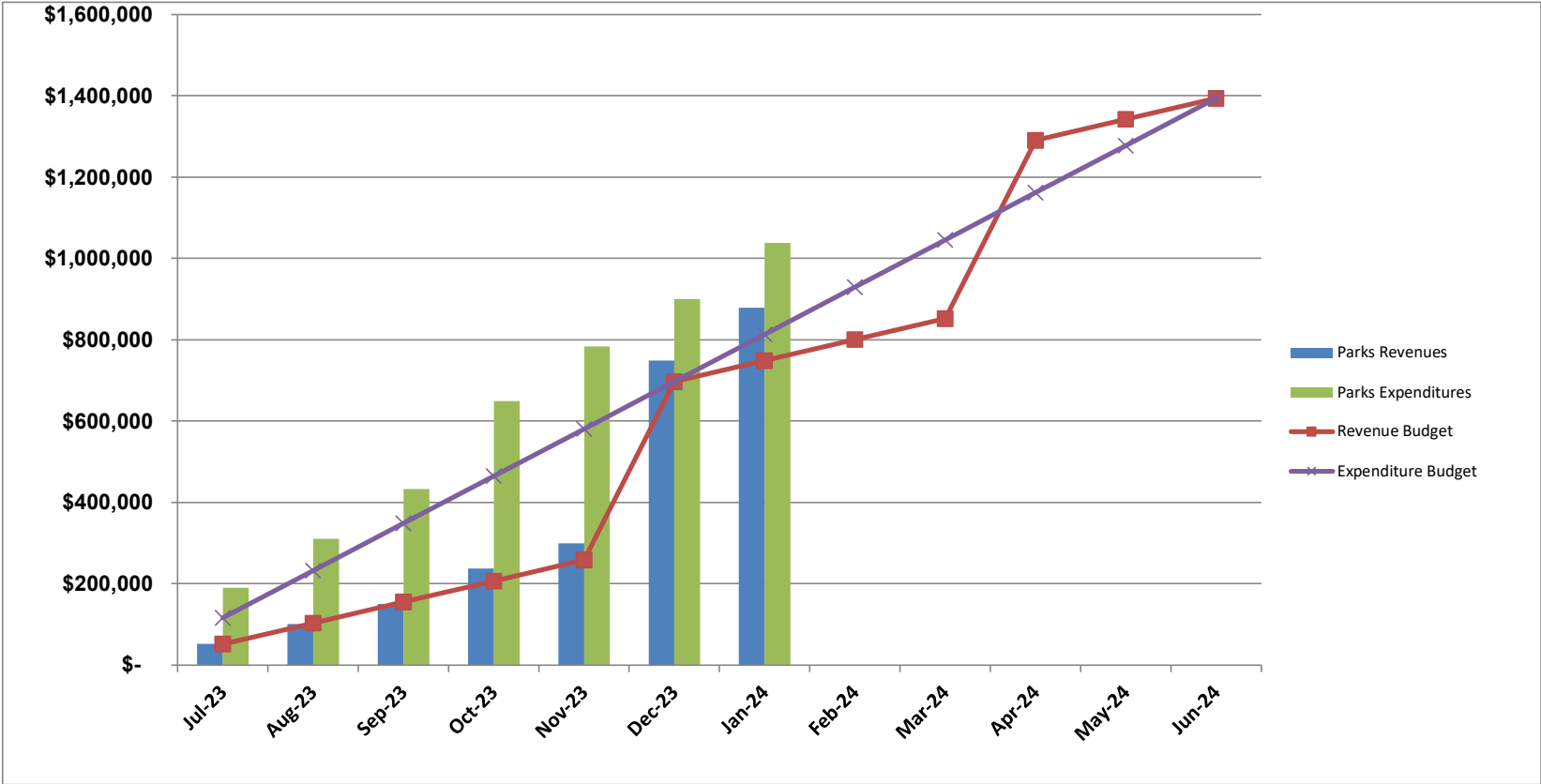
**McKinleyville Community Services District
January 2024**

Comparison of Wastewater Fund Operating Revenues & Expenses to Budget



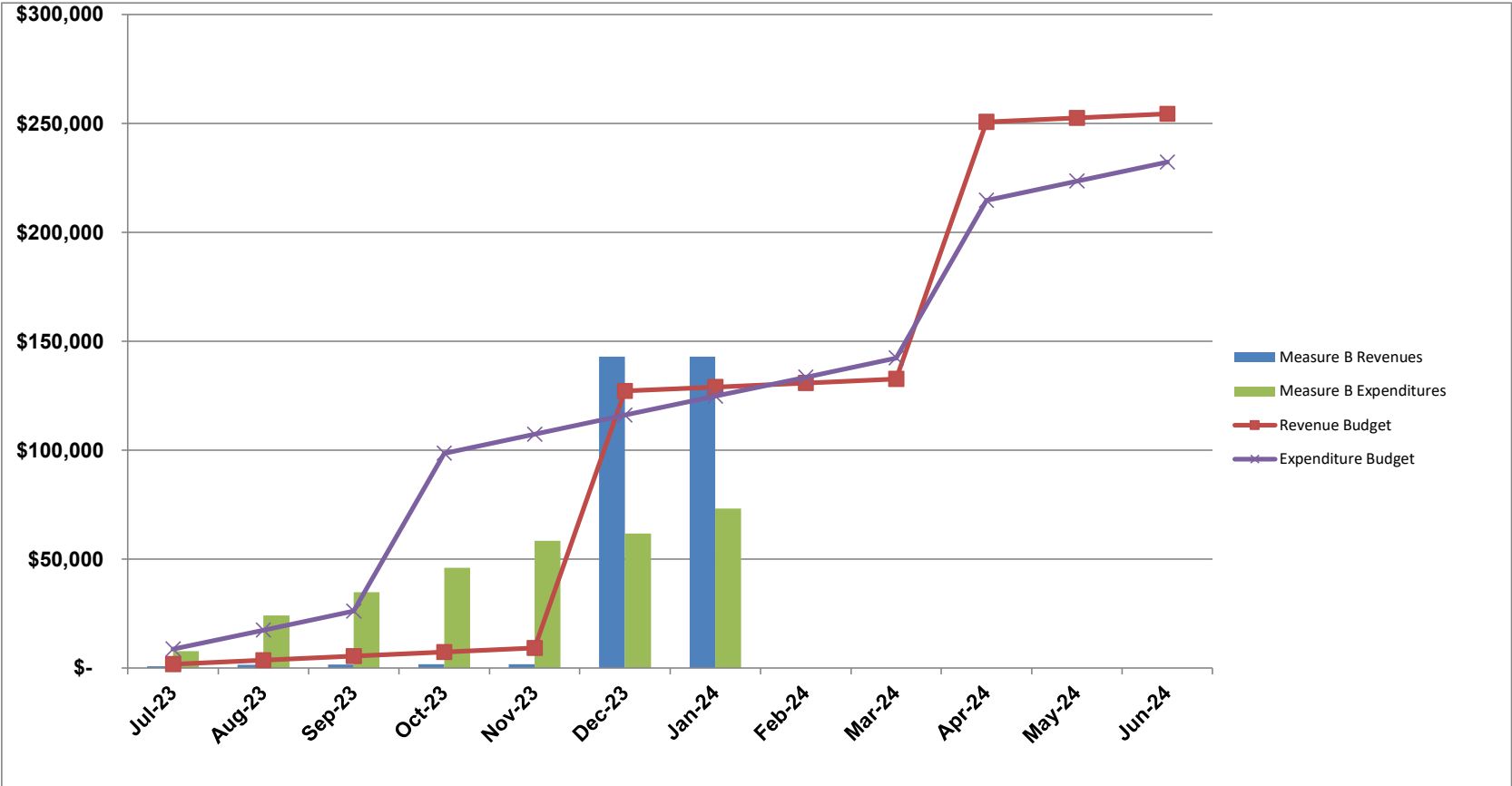
**McKinleyville Community Services District
January 2024**

Comparison of Parks & Recreation Total Revenues & Expenditures to Budget



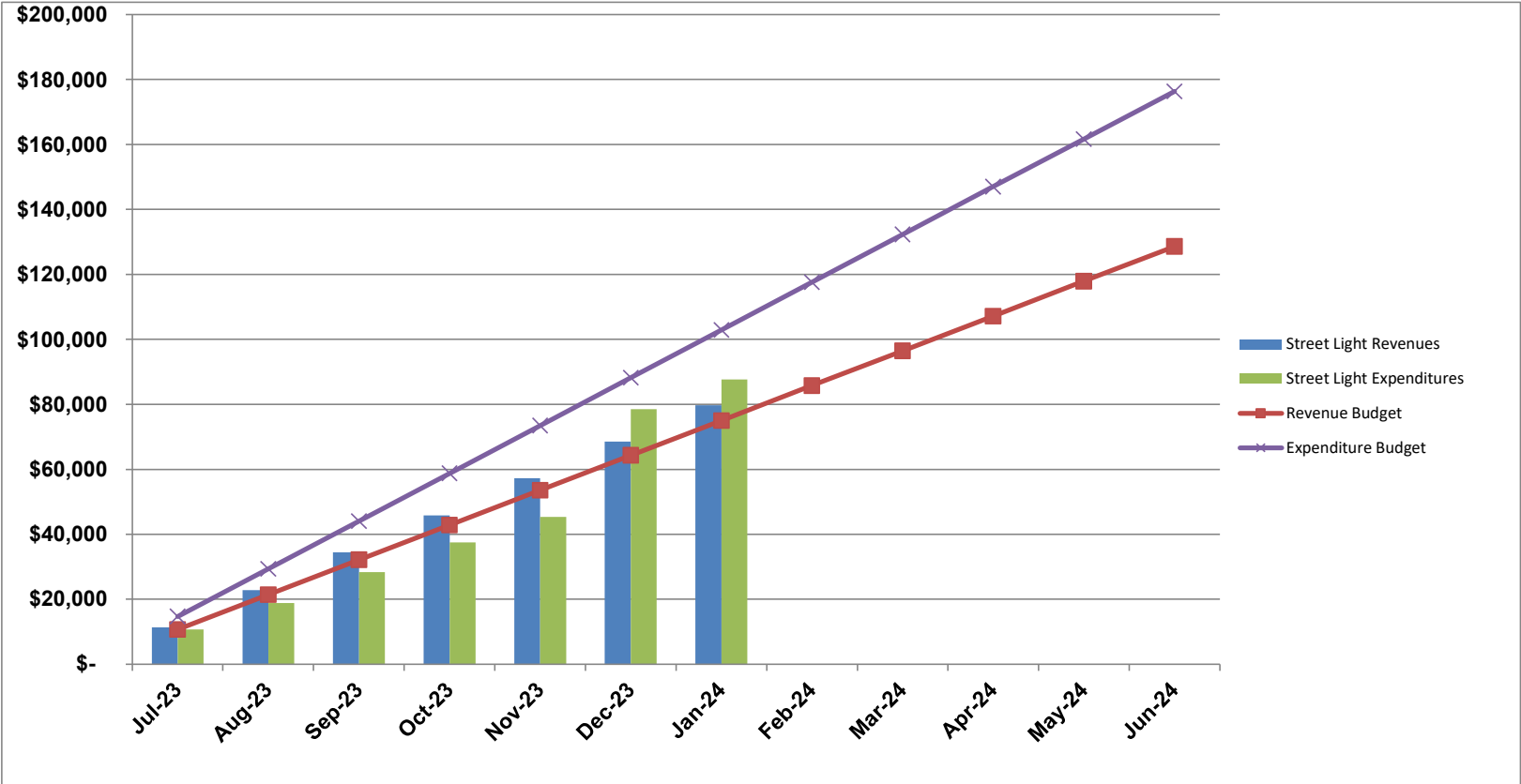
**McKinleyville Community Services District
January 2024**

Comparison of Measure B Fund Total Revenues & Expenditures to Budget



**McKinleyville Community Services District
January 2024**

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, 2024**

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
018847	1/8/2024	JON2R	REVERSAL OF CHK 18847	(497.87)	18847H	REVERSAL OF CHK 18847
018929	1/8/2024	JON2R	REVERSAL OF CHK 18929	(434.34)	18929H	REVERSAL OF CHK 18929
018967	1/8/2024	JON2R	REVERSAL OF CHK 18967	(376.93)	18967H	REVERSAL OF CHK 18967
019008	1/8/2024	JON2R	REVERSAL OF CHK 19008	(297.98)	19008H	REVERSAL OF CHK 19008
019052	1/8/2024	JON2R	REVERSAL OF CHK 19052	(265.60)	19052H	REVERSAL OF CHK 19052
019091	1/8/2024	JON2R	REVERSAL OF CHK 19091	(52.32)	19091H	REVERSAL OF CHK 19091
019205	1/8/2024	JON2R	REVERSAL OF CHK 19205	(383.06)	19205H	REVERSAL OF CHK 19205
019243	1/8/2024	JON2R	REVERSAL OF CHK 19243	(552.05)	19243H	REVERSAL OF CHK 19243
019286	1/8/2024	JON2R	REVERSAL OF CHK 19286	(455.42)	19286H	REVERSAL OF CHK 19286
019335	1/8/2024	JON2R	REVERSAL OF CHK 19335	(615.22)	19335H	REVERSAL OF CHK 19335
019365	1/8/2024	JON2R	REVERSAL OF CHK 19365	(444.00)	19365H	REVERSAL OF CHK 19365
041832	1/17/2024	USA01	USA BLUEBOOK	(35.56)	V00172246u	Ck# 041832 Reversed
				(261.15)	V00172867u	Ck# 041832 Reversed
			<u>Check Total:</u>	<u>(296.71)</u>		
042016	1/4/2024	70701	707 PEST SOLUTIONS	530.00	C40103	EVERY OTHER MONTH SERVICE
042017	1/4/2024	ADV01	ADVANCED SECURITY SYSTEM	1,158.75	674804	SECURITY ALARMS - MULT LO
042018	1/4/2024	AIR01	AIRGAS USA, LLC.	244.33	145118831	REPAIRS/SUPPLIES
				91.78	145209356	REPAIRS/SUPPLIES
			<u>Check Total:</u>	<u>336.11</u>		
042019	1/4/2024	ASC02	ASCAP	434.00	C40103	RENEWAL FEE
042020	1/4/2024	BAD01	BADGER METER, Inc.	423.99	80147975	MONTHLY FEE
042021	1/4/2024	BNY01	BNY MELLON TRUST COMPANY,	73,550.00	C40104	LOAN CT2124630
				1,570.00	2-2603094	REVENUE CERTIFICATES CT21
				1,570.00	2-2603098	REVENUE CERTIFICATES CT21
			<u>Check Total:</u>	<u>76,690.00</u>		
042022	1/4/2024	COR01	CORBIN WILLITS SYSTEMS, INC	1,086.36	00C312151	SUBSCRIPTIONS
042023	1/4/2024	EUR07	Eureka Rubber Stamp Co.	23.69	A37440	NAME PLATES
042024	1/4/2024	GHD01	GHD	5,346.38	0-0043550	CENTRAL AVE WATER & SEWER
				3,288.38	0-0043697	SWSRF GRANT APP RECYCLED
				2,108.25	0-0044011	MICROGRID
				1,400.20	0-0044063	AS-NEEDED FUNDING IDENTIFICATION
			<u>Check Total:</u>	<u>12,143.21</u>		
042025	1/4/2024	GRA02	GRAINGER	17.83	943627290	SILICONE TUBING
042026	1/4/2024	HAR03	HARPER MOTORS CO.	88.22	851988/2	UNIT 23 PARTS & LABOR
				92.87	852155/2	UNIT 1 PARTS & LABOR
			<u>Check Total:</u>	<u>181.09</u>		
042027	1/4/2024	HAR13	The Hartford - Priority A	507.45	182052516	GRP. HEALTH INS

042028	1/4/2024	HEA01	HEALTHQUITY, ATTN: CLIENT	3,000.00	C40103	H.S.A DISTRICT CONTRIBUTION
042029	1/4/2024	HUM01	HUMBOLDT BAY MUNICIPAL WATER DISTRICT	113,524.17	C40103	WTR PURCHASED
042030	1/4/2024	IBA01	US BANK-GLOBAL CORP TRUST	7,138.48	8-098-224	LOAN PMT 207877000
042031	1/4/2024	IND02	INDUSTRIAL ELECTRIC SERVICE	26.09	IN49201	PARTS AND SUPPLIES
042032	1/4/2024	INF03	INFINITE CONSULTING SERVICE	4,540.00	11437	MONTHLY HOSTING FEE
042033	1/4/2024	KEN02	KENNEDY/JENKS CONSULTANTS	20,694.18	168419	4.5MG TANK
				42,616.50	168420	MCCLUSKI TANK
			<u>Check Total:</u>	<u>63,310.68</u>		
042034	1/4/2024	KEN03	KEN'S AUTO PARTS	549.82	93-266204	APTECH WATER PUMP
042035	1/4/2024	LDA01	LDA PARTNERS	616.90	9/6350222	ARCHITECTURAL SERVICES
042036	1/4/2024	MAY02	DENNIS MAYO	125.00	C40104	DIRECTORS FEES
042037	1/4/2024	MCK04	MCK ACE HARDWARE	981.63	C40103	REPAIRS/SUPPLY
042038	1/4/2024	MEN01	MENDES SUPPLY CO.	331.73	C40103	REPAIRS/SUPPLY
042039	1/4/2024	MIL01	Miller Farms Nursery	49.40	C40103	REPAIRS/SUPPLY
042040	1/4/2024	MIL03	THE MILL YARD	244.72	C40103	PARTS AND SUPPLIES
042041	1/4/2024	MUD01	MUDDY WATERS COFFEE CO.,INC	80.00	133512172	COFFEE
042042	1/4/2024	ORE01	O'REILLY AUTOMOTIVE, INC.	15.60	37-179032	GASKET SCRAPER
042043	1/4/2024	PAC02	PACIFIC LEGACY	271.21	7101-2310	CollectionSys-Undercrossg
042044	1/4/2024	PGE05	PG&E	554.11	C31228	GAS & ELECTRIC S.L.- ZONE
042045	1/4/2024	PGE06	PG&E-STREETLIGHTS	25.50	C31228	GAS & ELECTRIC S.L.- ZONE
042046	1/4/2024	PGE07	PG&E STREETLIGHTS	1,604.55	C31228	GAS & ELECTRIC
042047	1/4/2024	PGE08	PG&E STREETLIGHTS	24.65	C31228	GAS & ELECTRIC S.L.- ZONE
042048	1/4/2024	PGE09	PG&E STREETLIGHTS	123.75	C31228	GAS & ELECTRIC S.L.- ZONE
042049	1/4/2024	PGE11	PG&E STREETLIGHTS	21.56	C31229	GAS & ELECTRIC SEWER PUMP
042050	1/4/2024	PGE12	PG&E	66.30	C31229	GAS & ELECTRIC HILLER SPORTS SITE
042051	1/4/2024	RCS01	DAYSMART SOFTWARE	250.00	V01115294	RECPRO SOFTWARE SUPPORT
042052	1/4/2024	SMA04	SMARTCOVER SYSTEMS, INC.	9,178.00	28353	RENEWAL
042053	1/4/2024	STA12	SWRCB ACCOUNTING OFFICE	156.00	D-0258107	LOW IMPACT DISCHARGE FEE
				19,856.70	W-1043185	ANNUAL FEES
			<u>Check Total:</u>	<u>20,012.70</u>		
042054	1/4/2024	STR01	STREAMLINE	375.00	F9E7-0039	SUBSCRIPTIONS
042055	1/4/2024	THO02	Thomas Home Center	168.90	C40103	REPAIRS/SUPPLY + PAY BY 1
042056	1/4/2024	THR02	DAZEY'S SUPPLY	415.90	5406	14' HD GALV TUBE GATE W/
042057	1/4/2024	TPX01	TPx COMMUNICATIONS	2,871.43	6476686-0	INTERNET SERVICES
042058	1/4/2024	VAL01	VALLEY PACIFIC PETROLEUM	752.89	23-716932	GAS/OIL/LUBE

042059	1/4/2024	VAL02	VALLEY PACIFIC	3,756.82	23-716358	GAS/OIL/LUBE
042060	1/4/2024	VER01	VERIZON WIRELESS	74.85	952325356	PAGING/ALARMS
042061	1/4/2024	\B022	MQ CUSTOMER REFUND FOR BR	257.19	000C40101	MQ CUSTOMER REFUND FOR BR
042062	1/4/2024	\D017	MQ CUSTOMER REFUND FOR DA	192.81	000C40101	MQ CUSTOMER REFUND FOR DA
042063	1/4/2024	\F017	MQ CUSTOMER REFUND FOR FA	120.00	000C40101	MQ CUSTOMER REFUND FOR FA
042087	1/4/2024	\F018	MQ CUSTOMER REFUND FOR FR	63.99	000C40101	MQ CUSTOMER REFUND FOR FR
042088	1/4/2024	\M037	MQ CUSTOMER REFUND FOR MA	12.79	000C40101	MQ CUSTOMER REFUND FOR MA
042089	1/4/2024	\M038	MQ CUSTOMER REFUND FOR ME	62.94	000C40101	MQ CUSTOMER REFUND FOR ME
042090	1/8/2024	JON2R	REISSUE PAYROLL CHECKS	4,374.79	C40108	REISSUE 11 PAYROLL CHECKS
042091	1/8/2024	SHA03	SHAW LAW GROUP	12,205.50	44443P	PROFESSIONAL LEGAL SERVICE
042092	1/11/2024	*0200	YOUTH BASKETBALL REFUND	90.00	C40111	YOUTH BASKETBALL REFUND
042093	1/11/2024	*0201	YOUTH BASKETBALL REFUND	80.00	C40111	YOUTH BASKETBALL REFUND
042094	1/11/2024	*0202	DEPOSIT REFUND (HEWITT)	100.00	C40111	DEPOSIT REFUND (HEWITT)
042095	1/11/2024	ACW01	CB&T/ACWA-JPIA	10,594.84	0701622	GRP. HEALTH INS
042096	1/11/2024	AER01	AERZEN USA CORPORATION	1,077.69	I23006629	BLOWER FILTERS
042097	1/11/2024	AMA01	AMAZON CAPITAL SERVICES	1,879.08	DLTG-WL4R	AMAZON PURCHASES
042098	1/11/2024	BAS01	PACE ANALYTICAL SERVICES	630.50	400160-28	ANALYTICAL SERVICES
042099	1/11/2024	BOR01	BORGES & MAHONEY CO.	296.33	144775	PARTS/SUPPLIES
				1,437.63	144800	PARTS/SUPPLIES
				475.18	144904	PARTS/SUPPLIES
				205.12	144913	PARTS/SUPPLIES
				496.87	144914	PARTS/SUPPLIES
			Check Total:	2,911.13		
042100	1/11/2024	COR01	CORBIN WILLITS SYSTEMS, INC	909.00	000C31231	W2 ADD ON
042101	1/11/2024	CUM01	CUMMINS PACIFIC, LLC.	329.66	Y7-7829	HEATER-ENG COOLANT (FISCHER)
042102	1/11/2024	FED01	FedEx Office	94.96	836897809	LAB SHIPPING
042103	1/11/2024	HEN03	JAMES G. HENRY	87.39	C40111	EMPLOYEE EXP REIMBURSEMENT
042104	1/11/2024	HUM08	HUMBOLDT SANITATION	733.15	3CX02179	1620 PICKETT RD TRASH SER
				866.35	3CX02180	1656 SUTTER TRASH SERVICE
				733.15	3CX02181	1705 GWIN RD TRASH SERVICE
				365.40	3CX02182	675 HILLER RD TRASH SERVICE
			Check Total:	2,698.05		
042105	1/11/2024	INF02	INFOSEND	3,507.86	253800	MAILING AND POSTAGE
042106	1/11/2024	KEN02	KENNEDY/JENKS CONSULTANTS	31,427.50	168646	4.5MG TANK
				25,353.01	168647	MCCLUSKI TANK
			Check Total:	56,780.51		
042107	1/11/2024	KUB01	ETSUKO KUBO CONSULTING	110.00	202J	COACHING SESSION
042108	1/11/2024	MCK03	MCKINLEYVILLE OFFICE SUPPLY	48.30	55152	SHIPPING OF BAC SAMPLE KITS
042109	1/11/2024	MIT01	MITCHELL LAW FIRM	2,161.50	2751	LEGAL SERVICES
				684.50	2752	LEGAL SERVICES

		<u>Check Total:</u>	<u>2,846.00</u>		
042110	1/11/2024 MUD01	MUDDY WATERS COFFEE CO.,INC	80.00	133959838	COFFEE
042111	1/11/2024 NOR01	NORTH COAST LABORATORIES	5,455.00	C40111	LAB TESTS
042112	1/11/2024 NOR13	NORTHERN CALIFORNIA SAFETY CONSORTIUM	120.00	29576	MONTHLY FEE
042113	1/11/2024 NOR35	NORTHERN HUMBOLDT	1,198.93	ES24-068	WEEDING AND MULCHING CENTRAL
			852.10	ES24-069	GROUNDS WORK PIERSON PARK
		<u>Check Total:</u>	<u>2,051.03</u>		
042114	1/11/2024 ORE01	O'REILLY AUTOMOTIVE, INC.	30.47	37-179618	GLOVES&SILICON FOR APTECH
042115	1/11/2024 OSM01	OSMOSE UTILITIES SERVICES	24,138.97	NV1426465	PROFESSIONAL SERVICES
042116	1/11/2024 PAC05	PACIFIC ECORISK	837.00	19505	TOXICITY TESTING
042117	1/11/2024 PGE01	PG & E (Office & Field)	31,797.71	C40111	GAS & ELECTRIC
042118	1/11/2024 PGE03	PG&E	3,000.00	8259822-8	BMX PARK NEW GAS/ELECTRIC
042119	1/11/2024 THA01	THATCHER COMPANY, INC.	4,543.98	250113629	CL2 CYLINDER
			(1,000.00)	250904079C	CYLINDER CREDIT
		<u>Check Total:</u>	<u>3,543.98</u>		
042120	1/11/2024 THR01	THRIFTY SUPPLY COMPANY	214.05	026511-01	PARTS AND SUPPLIES
			1,171.33	026651-01	PARTS AND SUPPLIES
			385.13	026906-01	PARTS AND SUPPLIES
		<u>Check Total:</u>	<u>1,770.51</u>		
042121	1/11/2024 UMP01	UMPQUA COMMERCIAL CARD OP	2,435.11	0124BD	TRAVEL/TRAINING/SUPPLIES
			527.93	0124DS	TRAVEL/TRAINING/SUPPLIES
			200.82	0124JH	TRAVEL/TRAINING/SUPPLIES
			72.20	0124LF	TRAVEL/TRAINING/SUPPLIES
			1,357.22	0124NA	TRAVEL/TRAINING/SUPPLIES
			2,182.06	0124PK	TRAVEL/TRAINING/SUPPLIES
			200.96	0124PARKS	TRAVEL/TRAINING/SUPPLIES
		<u>Check Total:</u>	<u>6,976.30</u>		
042122	1/18/2024 DEL02	DELFINO, MADDEN, O'MALLEY	500.50	156995P	PROFESSIONAL LEGAL SERVICE
042123	1/18/2024 *0203	YOUTH BASKETBALL REFUND	85.00	C40118	YOUTH BASKETBALL REFUND
042124	1/18/2024 *0204	YOUTH BASKETBALL REFUND	65.00	C40118	YOUTH BASKETBALL REFUND
042125	1/18/2024 *0205	NEW SERVICE FEES REFUND	7,400.00	C40118	NEW SERVICE FEES REFUND
042126	1/18/2024 AIR01	AIRGAS USA, LLC.	38.80	145295845	REPAIRS/SUPPLIES
			286.71	145295846	REPAIRS/SUPPLIES
			72.74	505020859	REPAIRS/SUPPLIES
		<u>Check Total:</u>	<u>398.25</u>		
042127	1/18/2024 COA01	COASTAL BUSINESS SYSTEMS	1,057.85	35715940	OFFC EQUIP LEASE
042128	1/18/2024 DEP05	DEPARTMENT OF JUSTICE	160.00	705717	FINGERPRINTING
042129	1/18/2024 FED01	FedEx Office	745.70	837645331	LAB TESTS TREATMENT
042130	1/18/2024 FID01	FIDELITY NATIONAL TITLE	1,924.53	C40118	ESGROW#FHBT-2012300769A (
042131	1/18/2024 GOV01	GOVINVEST	4,126.09	2024-5127	ANNUAL SUBSCRIPTION FEES
042132	1/18/2024 HEA01	HEALTH EQUITY, ATTN: CLIEN	35.40	80629DG	GRP. HEALTH INS
042133	1/18/2024 MCK03	MCKINLEYVILLE OFFICE SUPPLY	17.16	55196	OFFICE SUPPLIES

042134	1/18/2024	MIT02	MITEL	825.43	45872165	USAGE & FEES
042135	1/18/2024	ORE01	O'REILLY AUTOMOTIVE, INC.	23.69	37-180808	DEF FOR SUPER N
042136	1/18/2024	PGE10	PG&E STREETLIGHTS	5.53	C40116	GAS & ELECTRIC S.L.- ZONE
042137	1/18/2024	THR02	DAZEY'S SUPPLY	94.77	5548	EROSION CONTROL (KJER ROA
042138	1/18/2024	USA01	USA BLUEBOOK	35.56	00172246	REISSUE FOR INVOICE INV00
				261.15	00172867	REISSUE FOR INV00172867
			Check Total:	296.71		
042139	1/18/2024	VAL02	VALLEY PACIFIC	326.99	24-751976	GAS/OIL/LUBE
				879.35	24-751977	GAS/OIL/LUBE
				861.68	24-751978	GAS/OIL/LUBE
			Check Total:	2,068.02		
042140	1/18/2024	WIL09	WILLDAN FINANCIAL SERVICE	2,150.00	010-57140	PURCHASE CONTRACT/REVENUE
042141	1/19/2024	SDR01	SDRMA	3,678.00	74972	PROPERTY/LIABILITY (ACTIVE INSUR)
042142	1/24/2024	*0206	SECURITY DEPOSIT (HEWITT)	100.00	C40124	SECURITY DEPOSIT (HEWITT)
042143	1/24/2024	ACC04	ACCURATE DRUG TESTING SERVICE	100.00	0010289	DOT PHYSICAL EXAM (D S)
				100.00	0010328	DOT PHYSICAL EXAM (B H)
			Check Total:	200.00		
042144	1/24/2024	ARC12	ARCATA USED TIRE AND WHEEL	958.00	100866	PARTS AND LABOR
042145	1/24/2024	ATT04	AT&T	860.81	102775800	TELEMETRY
042146	1/24/2024	BAS01	PACE ANALYTICAL SERVICES	671.82	400408-28	LAB TESTS TREATMENT
042147	1/24/2024	BTM01	BT METAL SALES & FABRICATION	21.76	41800	REPAIRS/SUPPLY
042148	1/24/2024	COR01	CORBIN WILLITS SYSTEMS, INC	1,095.36	00C401151	SUBSCRIPTIONS
042149	1/24/2024	FED01	FedEx Office	1,160.91	838285912	LAB SHIPPING
042150	1/24/2024	GRA02	GRAINGER	246.19	968792656	CALIBRATION GAS
042151	1/24/2024	HEL01	KEVIN HELD	500.00	C40124	DJ FOR JR HIGH DANCE 02/0
042152	1/24/2024	IND02	INDUSTRIAL ELECTRIC SERVICE	45.92	IN49393	WWMF AERATOR ACTUATORS
042153	1/24/2024	NAP02	NAPA AUTO PARTS	183.06	745167	BELTS FOR KELLY & B STREET
042154	1/24/2024	ORE01	O'REILLY AUTOMOTIVE, INC.	18.22	37-182077	FUEL CAP (UNIT 18)
042155	1/24/2024	PGE05	PG&E-STREETLIGHTS	610.67	C40124	GAS & ELECTRIC S.L.- ZONE
042156	1/24/2024	PGE06	PG&E-STREETLIGHTS	28.13	C40124	GAS & ELECTRIC S.L.- ZONE
042157	1/24/2024	PGE07	PG&E STREETLIGHTS	1,770.98	C40124	GAS & ELECTRIC
042158	1/24/2024	PGE08	PG&E-STREETLIGHTS	27.21	C40124	GAS & ELECTRIC S.L.- ZONE
042159	1/24/2024	PGE09	PG&E-STREETLIGHTS	136.57	C40124	GAS & ELECTRIC S.L.- ZONE
042160	1/24/2024	PIT01	PITNEY BOWES GLOBAL FINANCE	481.37	106500837	OFFC EQUIP LEASE
042161	1/24/2024	TRIO2	TRINITY DIESEL INC.	92.50	00-100971	BRAKE INSPECTION (JOHN DEER)
				161.55	00-100972	BRAKE INSPECTION (DUMP TRUCK)
				92.50	00-100973	BRAKE INSPECTION (VAC TRUCK)
				92.50	00-100974	BRAKE INSPECTION (CASE)
				92.50	00-100975	BRAKE INSPECTION (CASE)
			Check Total:	531.55		

042162	1/24/2024	USA01	USA BLUEBOOK	267.69	V00228719	PARTS AND SUPPLIES
042163	1/24/2024	USP02	USPS: ARCATA BMEU	2,000.31	C40124	NEWSLETTER POSTAGE
042164	1/24/2024	WEI01	WEIRUP LANE ASSOCIATION	121.00	C40124	FEES-WEIRUP LANE MAINTENANCE
042165	1/29/2024	ALV04	FLEX SPENDING FSA	996.00	C40129	FLEX SPENDING FSA
042166	1/31/2024	*0039	LIVE SCAN FEE REIMBURSEMENT	35.00	C40131	LIVE SCAN FEE REIMBURSEMENT
042167	1/31/2024	*0207	DEPOSIT REFUND (HEWITT) DB	100.00	C40130	DEPOSIT REFUND (HEWITT) DB
042168	1/31/2024	*0208	DEPOSIT REFUND (HEWITT) PP	100.00	C40130	DEPOSIT REFUND (HEWITT) PP
042169	1/31/2024	*0209	LIVE SCAN FEE REIMBURSEMENT JM	35.00	C40131	LIVE SCAN FEE REIMBURSEMENT JM
042170	1/31/2024	*0210	LIVE SCAN FEE REIMBURSEMENT KH	35.00	C40131	LIVE SCAN FEE REIMBURSEMENT KH
042171	1/31/2024	*0211	CHRISTOPHER HARMON	38.17	C40131	LIVE SCAN FEE REIMBURSEMENT CH
042172	1/31/2024	BLA01	FLEX SPENDING FSA	181.00	C40130	FLEX SPENDING FSA
042173	1/31/2024	EUR07	Eureka Rubber Stamp Co.	423.65	A37542	RECEIVED/PAID DATE STAMPS
042174	1/31/2024	GHD01	GHD	5,591.99	0-0044856	SWSRF GRANT APP RECYCLED
				1,031.13	0-0044858	ON-CALL GRANT ADMINISTRAT
				2,816.60	0-0044887	MICROGRID
			Check Total:	9,439.72		
042175	1/31/2024	IND04	INDUSTRIAL CONTROL AND DESIGN	21,880.11	17680	SCADA TANK UPGRADE
				21,880.06	17681	SCADA TANK UPGRADE
			Check Total:	43,760.17		
042176	1/31/2024	LES01	LES SCHWAB TIRE CENTER	150.58	600575158	HUSQ. MOWER TIRES (FRONT)
042177	1/31/2024	MAY02	DENNIS MAYO	125.00	C40131	DIRECTORS FEES
042178	1/31/2024	PGE11	PG&E STREETLIGHTS	22.49	C40130	GAS & ELECTRIC SEWER PUMP
042179	1/31/2024	PGE12	PG&E	77.07	C40130	GAS & ELECTRIC HILLER SPO
042180	1/31/2024	PGE13	PG&E	8.28	C40130	GAS & ELECTRIC OPEN SPACE
042181	1/31/2024	SIL02	REIMBURSEMENT (COOKING CLASS)	51.52	C40130	REIMBURSEMENT (COOKING CLASS)
042182	1/31/2024	STA09	S.W.R.C.B.	60.00	C40130	CERTIFICATION RENEWAL
042183	1/31/2024	TPX01	TPx COMMUNICATIONS	2,871.44	7041035-0	INTERNET SERVICES
042184	1/31/2024	VER01	VERIZON WIRELESS	77.16	954797180	PAGING/ALARMS
042185	1/31/2024	\H007	LIVE SCAN FEE REIMBURSEMENT MH	35.00	C40131	LIVE SCAN FEE REIMBURSEMENT MH
D00091	1/4/2024	BIN01	BINDER, SCOTT	125.00	C40104	DIRECTORS FEES
				125.00	C40104	DIRECTORS FEES
				125.00	C40104	DIRECTORS FEES
			Check Total:	375.00		
D00092	1/31/2024	BIN01	BINDER, SCOTT	125.00	C40131	DIRECTORS FEES
				125.00	C40131	DIRECTORS FEES
				125.00	C40131	DIRECTORS FEES
				125.00	C40131	DIRECTORS FEES
			Check Total:	500.00		
Total Disbursements Accounts Payable:				603,001.68		

Payroll Related Disbursements

19566	1/8/2024	CAL12	CalPERS 457 Plan	321.18	C40102	RETIREMENT
				7,947.44	C40108	RETIREMENT
				15,000.00	1C40102	RETIREMENT
				799.68	1C40108	PERS 457 LOAN PMT
			Check Total:	24,068.30		
19567	1/8/2024	DIR01	DIRECT DEPOSIT VENDOR- US	40,548.87	C40108	Direct Deposit
19568	1/8/2024	EMP01	Employment Development	103.46	C40102	STATE INCOME TAX
				1,945.96	C40108	STATE INCOME TAX
				33.33	1C40102	SDI
				932.67	1C40108	SDI
				472.49	2C40102	STATE INCOME TAX
				243.75	3C40102	SDI
			Check Total:	3,731.66		
19569	1/8/2024	EMP02	Employment Dev Department	1,962.04	C31231	SUI
19570	1/8/2024	HUM29	UMPQUA BANK--PAYROLL DEP.	217.22	C40102	FEDERAL INCOME TAX
				7,678.03	C40108	FEDERAL INCOME TAX
				375.68	1C40102	FICA
				10,563.58	1C40108	FICA
				87.86	2C40102	MEDICARE
				2,470.48	2C40108	MEDICARE
				1,574.95	3C40102	FEDERAL INCOME TAX
				2,747.70	4C40102	FICA
				642.60	5C40102	MEDICARE
			Check Total:	26,358.10		
19571	1/8/2024	ACW01	CB&T/ACWA-JPIA	60,728.18	C31231	MED-DENTAL-EAP INSURANCE
19572	1/8/2024	PUB01	Public Employees PERS	27,491.88	C31231	PERS PAYROLL REMITTANCE
19615	1/24/2024	CAL12	CalPERS 457 Plan	7,755.20	C40124	RETIREMENT
				798.41	1C40124	PERS 457 LOAN PMT
			Check Total:	8,553.61		
19616	1/24/2024	DIR01	DIRECT DEPOSIT VENDOR- US	44,930.99	C40124	Direct Deposit
19617	1/24/2024	EMP01	Employment Development	2,548.48	C40124	STATE INCOME TAX
				1,063.32	1C40124	SDI
			Check Total:	3,611.80		
19618	1/24/2024	HEA01	HEALTH EQUITY, ATTN: CLIENT	65.00	C40124	HSA
19619	1/24/2024	HUM29	UMPQUA BANK--PAYROLL DEP.	9,106.33	C40124	FEDERAL INCOME TAX
				11,969.80	1C40124	FICA
				2,799.34	2C40124	MEDICARE
			Check Total:	23,875.47		
			Total Disbursements, Payroll:	265,925.90		
			Total Disbursements:	868,927.58		

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

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Page 2	Activity Summary by Fund with Selected Graphic Comparisons
Page 9	Cash Disbursement Report

Ratios

as of December 30, 2023

- Utility Accounts Receivable Turnover Days	<table border="1"><tr><td>12</td></tr></table>	12
12		
- YTD Breakeven Revenue, Water Fund:	<table border="1"><tr><td>\$ 1,747,080</td></tr></table>	\$ 1,747,080
\$ 1,747,080		
- YTD Actual Water Sales:	<table border="1"><tr><td>\$ 2,175,360</td></tr></table>	\$ 2,175,360
\$ 2,175,360		
- Days of Cash on Hand-Operations Checking/MM	<table border="1"><tr><td>261</td></tr></table>	261
261		

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

Department Summaries	November	December	% of Year 50.00% YTD	Approved YTD Budget	Over (Under) YTD Budget	Over (Under) YTD Budget %	% Year Remaining: 50.00%		Notes	
							Total Budget	Remaining Budget		Budget %
Water										
Water Sales	354,749	304,051	2,175,360	2,150,000	25,360	1.18%	4,300,000	2,124,640	49.41%	
Other Revenues	22,724	15,889	92,716	217,475	(124,759)	-57.37%	434,950	342,234	78.68%	
Total Operating Revenues	377,472	319,940	2,268,076	2,367,475	(99,399)	-4.20%	4,734,950	2,466,874	52.10%	
Salaries & Benefits	88,911	116,767	657,050	699,746	(42,696)	-6.10%	1,399,492	742,442	53.05%	Budget spread evenly across 12 months, but actuals vary by schedule
Water Purchased	105,702	113,524	646,623	635,199	11,424	1.80%	1,270,398	623,775	49.10%	Budget spread evenly across 12 months, but actuals vary by project & expenditure
Other Expenses	59,968	66,775	370,715	408,900	(38,185)	-9.34%	817,800	447,085	54.67%	
Depreciation	33,333	33,333	199,998	200,000	(2)	0.00%	400,000	200,002	50.00%	
Total Operating Expenses	287,914	330,398	1,874,386	1,943,845	(69,459)	-3.57%	3,887,690	2,013,304	51.79%	
Net Operating Income	89,559	(10,458)	393,690	423,630	(168,858)		847,260	453,570		
Grants	-	-	337,755	3,506,250	(3,168,495)		7,012,500	6,674,745	95.18%	
Interest Income	21,794	22,611	107,906	(25,000)	132,906	-531.62%	(50,000)	(157,906)	315.81%	
Interest Expense	-	-	-	(170,176)	(170,176)	-100.00%	(340,351)	(340,351)	100.00%	
Total Non-Operating Income	21,794	22,611	445,660	3,311,074	(3,205,766)		6,622,149	6,176,489		
Net Income (Loss)	111,353	12,153	839,351	3,734,704	(3,374,623)		7,469,409	6,630,058		
Wastewater										
Wastewater Service Charges	356,199	330,577	2,118,228	2,100,000	18,228	0.87%	4,200,000	2,081,772	49.57%	
Other Revenues	34,684	8,371	121,903	295,546	(173,643)	-58.75%	591,092	469,189	79.38%	
Total Operating Revenues	390,883	338,948	2,240,131	2,395,546	(155,415)	-6.49%	4,791,092	2,550,961	53.24%	
Salaries & Benefits	116,243	122,957	811,484	733,371	78,113	10.65%	1,466,742	655,258	44.67%	Budget spread evenly across 12 months, but actuals vary by project & expenditure
Other Expenses	90,866	73,607	413,911	550,150	(136,239)	-24.76%	1,100,300	686,389	62.38%	
Depreciation	125,000	125,000	750,000	750,000	-	0.00%	1,500,000	750,000	50.00%	
Total Operating Expenses	332,109	321,564	1,975,395	2,033,521	(58,126)	-2.86%	4,067,042	2,091,647	51.43%	
Net Operating Income	58,774	17,384	264,736	362,025	(97,289)		724,050	459,314		
Grants	-	-	64,196	392,750	(328,554)	-83.65%	785,500	721,304	91.83%	
Interest Income	27,348	28,209	145,800	(25,000)	170,800	-683.20%	(50,000)	(195,800)	391.60%	
Interest Expense	-	-	-	(178,134)	(178,134)	-100.00%	(356,267)	(356,267)	100.00%	
Total Non-Operating Income	27,348	28,209	209,996	189,616	(20,380)		379,233	169,237	44.63%	
Net Income (Loss)	86,123	45,592	474,732	551,641	(76,909)		1,103,283	628,551		
Enterprise Funds Net Income (Loss)	197,475	57,745	1,314,082	4,286,345	(2,972,263)		8,572,692	7,258,610		

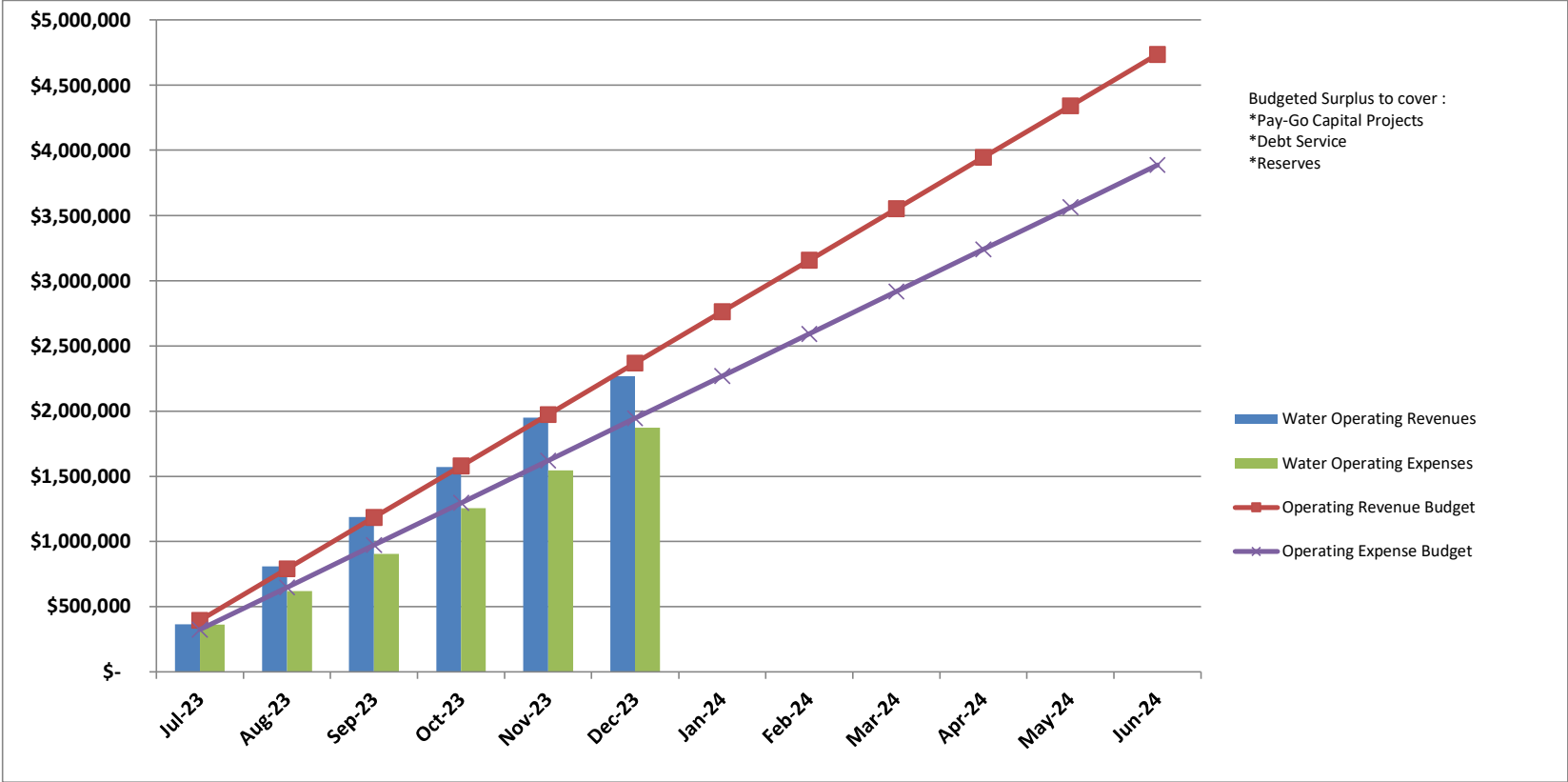
**McKinleyville Community Services District
Activity Summary by Fund, Approved Budget
December 2023**

Department Summaries							% Year Remaining: 50.00%		Notes	
	November	December	% of Year 50.00% YTD	Approved YTD Budget	Over (Under) YTD Budget	Over (Under) YTD Budget %	Total Budget	Remaining		
								Budget		Budget %
*Parks & Recreation										
Program Fees	19,056	45,635	156,090	153,265	2,825	1.84%	306,530	150,440	49.08%	Budget spread evenly across 12 months, but actuals vary by schedule
Rents & Facility Related Fees	7,995	6,781	47,029	42,910	4,119	9.60%	85,819	38,790	45.20%	
Property Taxes	-	364,401	364,401	386,838	(22,437)	-5.80%	773,676	409,275	52.90%	Estimated based on FY22-23 and Approved FY23-24 Budget
Other Revenues	13,506	11,835	91,611	94,025	(2,414)	-2.57%	188,050	96,439	51.28%	Budget spread evenly across 12 months, but actuals vary by schedule
Interest Income	20,516	21,072	89,273	20,000	69,273	346.36%	40,000	(49,273)	-123.18%	
Total Revenues	61,072	449,725	748,404	697,038	51,366	7.37%	1,394,075	645,671	46.32%	
Salaries & Benefits	86,074	96,557	552,841	438,587	114,254	26.05%	877,174	324,333	36.97%	
Other Expenditures	47,718	20,744	347,331	258,416	88,915	34.41%	516,831	169,500	32.80%	
Total Expenditures	133,793	117,301	900,172	697,003	203,169	29.15%	1,394,005	493,833	35.43%	
Other Financing Sources:										
GI Grant Revenues	-	-	72,332	562,000	(489,668)	-87.13%	1,124,000	1,051,668	93.56%	
GI Capital Expenditures	17,520	-	172,382	1,016,667	(844,285)	-84.06%	1,124,000	951,618	84.66%	Budget spread evenly across 12 months, but actuals vary by project schedule
Excess (Deficit)	(90,241)	332,423	(251,819)	(454,632)	202,813		70	1,203,507		
*Measure B Assessment										
Total Revenues	53	141,110	142,941	116,100	26,841	23.12%	232,200	89,259	38.44%	Estimated based on FY22-23 and Approved FY23-24 Budget
Salaries & Benefits	10,928	1,861	49,325	39,184	10,141	25.88%	78,367	29,042	37.06%	Budget spread evenly across 12 months; actuals vary by maintenance schedule
Other Expenditures	1,466	1,467	12,414	13,226	(812)	-6.14%	26,451	14,037	53.07%	Budget spread evenly across 12 months, but actuals vary seasonally
Capital Expenditures/Loan Repayment	-	-	-	63,727	(63,727)	-100.00%	127,453	127,453	100.00%	Budget is spread evenly across 12 months. Loan pmts are October & April
Total Expenditures	12,394	3,329	61,739	116,137	(54,398)	-46.84%	232,271	170,532	73.42%	
Excess (Deficit)	(12,341)	137,781	81,202	(37)	81,239		(71)	(81,273)		
*Street Lights										
Total Revenues	11,351	11,311	68,525	64,300	4,225	6.57%	128,600	60,075	46.71%	
Salaries & Benefits	3,931	5,120	22,866	29,437	(6,571)	-22.32%	58,873	36,007	61.16%	Budget spread evenly across 12 months; actuals vary by maintenance schedule
Other Expenditures	3,911	3,971	31,536	22,244	9,292	41.77%	44,487	12,951	29.11%	
Capital Expenditures/Loan Repayment	-	24,139	24,139	36,500	(12,361)	-33.87%	73,000	48,861	66.93%	Budget spread evenly across 12 months, but actuals vary by project
Total Expenditures	7,842	33,230	78,541	88,181	(9,640)	-10.93%	176,360	97,819	55.47%	
Excess (Deficit)	3,509	(21,918)	(10,016)	(23,881)	(13,865)		(47,760)	(37,744)		
Governmental Funds Excess (Deficit)	(99,073)	448,286	(180,634)	(478,550)	297,916		(47,761)	1,084,490		

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

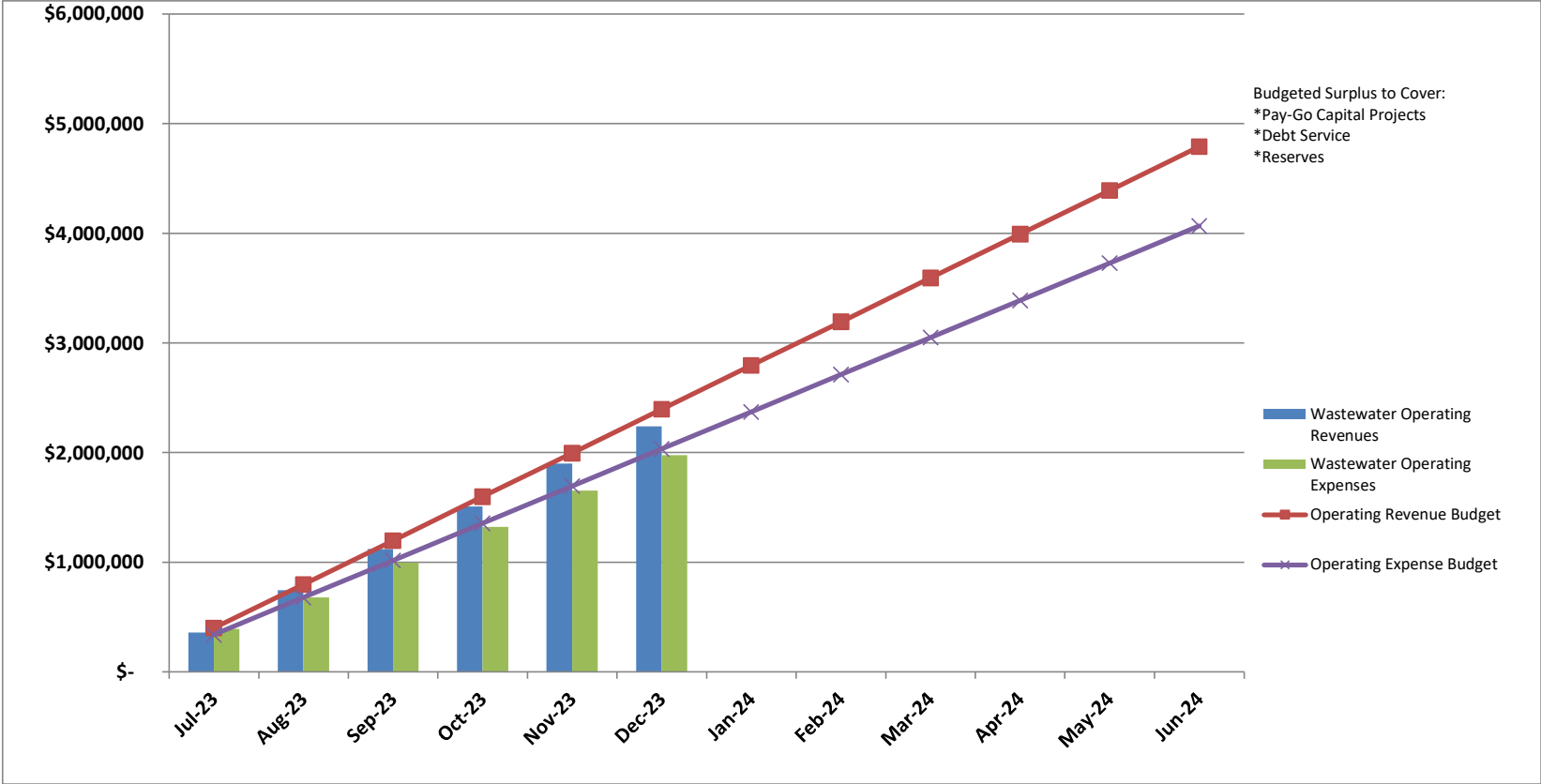
**McKinleyville Community Services District
December 2023**

Comparison of Water Fund Operating Revenues & Expenses to Budget



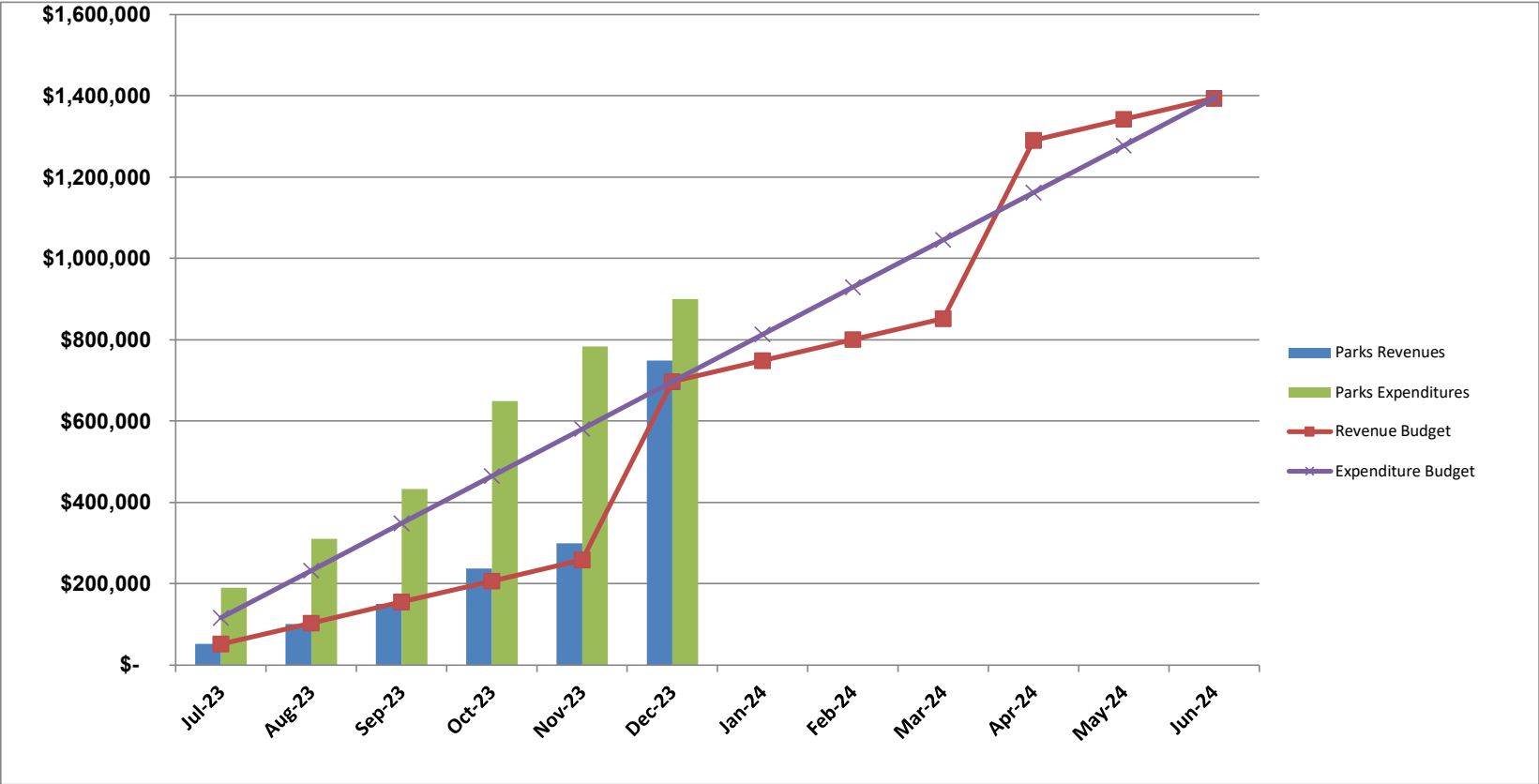
**McKinleyville Community Services District
December 2023**

Comparison of Wastewater Fund Operating Revenues & Expenses to Budget



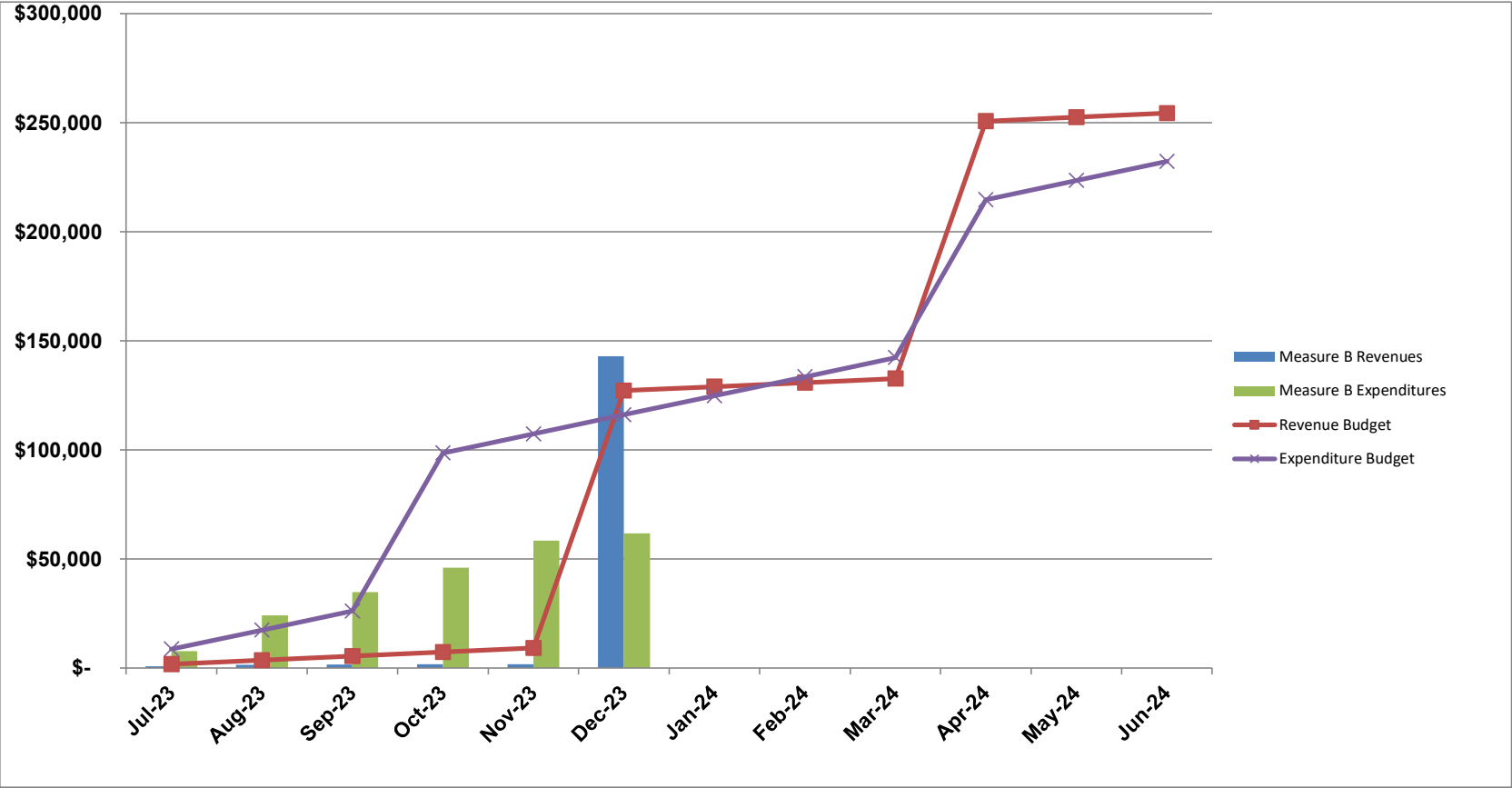
**McKinleyville Community Services District
December 2023**

Comparison of Parks & Recreation Total Revenues & Expenditures to Budget



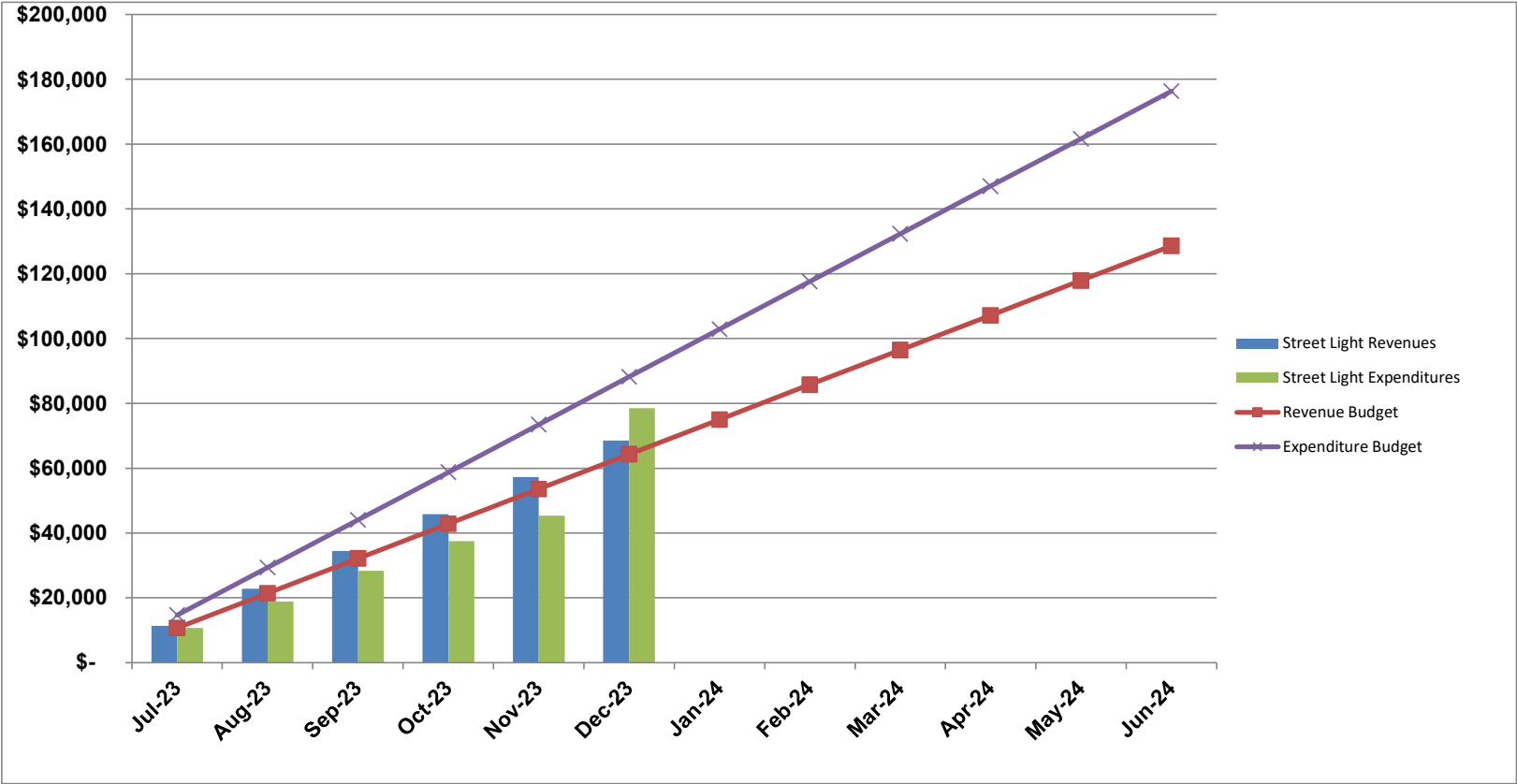
**McKinleyville Community Services District
December 2023**

Comparison of Measure B Fund Total Revenues & Expenditures to Budget



**McKinleyville Community Services District
December 2023**

Comparison of Street Light Fund Total Revenues & Expenditures to Budget



**McKinleyville Community Services District
Cash Disbursement Detail Report
For the Period December 1 through December 31, 2023**

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
Accounts Payable Disbursements						
041921	11/30/2023	HEL01	DJ FOR JR HIGH DANCE 12/0	500.00	C31130P	DJ FOR JR HIGH DANCE 12/0
041922	12/6/2023	*0193	DEPOSIT REFUND (HEWITT RO	100.00	C31205	DEPOSIT REFUND (HEWITT RO
041923	12/6/2023	*0194	DEPOSIT REFUND (HEWITT RO	100.00	C31205	DEPOSIT REFUND (HEWITT RO
041924	12/6/2023	*0195	DEPOSIT REFUND (HEWITT RO	100.00	C31205	DEPOSIT REFUND (HEWITT RO
041925	12/6/2023	*0196	DEPOSIT REFUND (HEWITT RO	100.00	C31205	DEPOSIT REFUND (HEWITT RO
041926	12/6/2023	ACW01	CB&T/ACWA-JPIA	18,508.00	0701351	GRP. HEALTH INS
041927	12/6/2023	ADV01	ADVANCED SECURITY SYSTEM	180.00	674008	SERVICE VISIT + LABOR (AZ
041928	12/6/2023	ALV04	FLEX SPENDING	449.00	C31205	FLEX SPENDING
041929	12/6/2023	ARC12	ARCATA USED TIRE AND WHEEL	936.30	100417	UNIT#14 NEW TIRES
041930	12/6/2023	BAD01	BADGER METER, Inc.	423.36	80145213	MONTHLY FEE
041931	12/6/2023	BLA01	FLEX SPENDING	115.00	C31205	FLEX SPENDING
041932	12/6/2023	CPR01	CALIFORNIA PARK & RECREATION	555.00	C31205	MEMBERSHIP RENEWAL
041933	12/6/2023	GHD01	GHD	112.50	0-0042327	ON-CALL GRANT ADMINISTRAT
				281.70	0-0042580	AS-NEEDED FUNDING IDENTIF
			Check Total:	394.20		
041934	12/6/2023	GRS01	G R SUNDBERG, INC.	40,200.00	C31205	WTR/SWR MAIN REHAB & REPL
041935	12/6/2023	HAR03	HARPER MOTORS CO.	97.87	850856/2	UNIT 8 PARTS & LABOR
041936	12/6/2023	HAR13	The Hartford - Priority A	494.70	182183606	GRP. HEALTH INS
041937	12/6/2023	HUM01	HUMBOLDT BAY MUNICIPAL WATER	105,702.13	C31205	WTR PURCHASED
041938	12/6/2023	HUM08	HUMBOLDT SANITATION	733.15	3BX02646	1620 PICKETT RD TRASH SERVC
				793.15	3BX02647	1656 SUTTER TRASH SERVICE
				733.15	3BX02648	1705 GWIN RD TRASH SERVICE
				365.40	3BX02649	675 HILLER RD TRASH SERVICE
			Check Total:	2,624.85		
041939	12/6/2023	INF03	INFINITE CONSULTING SERVICE	4,540.00	11359	MONTHLY HOSTING FEE
041940	12/6/2023	JON05	REIMBURSEMENT (WORK BOOTS	270.40	C31205	REIMBURSEMENT (WORK BOOTS
041941	12/6/2023	KUB01	ETSUKO KUBO CONSULTING	440.00	102.NOV	COACHING SESSION
041942	12/6/2023	LES01	LES SCHWAB TIRE CENTER	1,381.55	600567656	TRAILER REPAIR
041943	12/6/2023	MAC02	MAC'S REFRIGERATION SVC.	328.82	227	REPAIRS AND SUPPLIES (COM
041944	12/6/2023	MCK02	MCKINLEYVILLE GLASS CO.	13,350.00	50459	AZALEA HALL DOORS

041945	12/6/2023	MCK04	MCK ACE HARDWARE	478.21	C31205	REPAIRS/SUPPLY
041946	12/6/2023	MEN01	MENDES SUPPLY CO.	9,322.70	C31206	REPAIRS/SUPPLY
041947	12/6/2023	MIL01	Miller Farms Nursery	228.47	C31205	REPAIRS/SUPPLY
041948	12/6/2023	MIT01	MITCHELL LAW FIRM	2,706.08	2426	LEGAL SERVICES
				277.50	2427	LEGAL SERVICES
			Check Total:	2,983.58		
041949	12/6/2023	MUD01	MUDDY WATERS COFFEE CO.,INC	80.00	131172191	COFFEE
041950	12/6/2023	PGE11	PG&E STREETLIGHTS	21.51	C31205	GAS & ELECTRIC SEWER PUMP
041951	12/6/2023	PGE12	PG&E	148.45	C31205	GAS & ELECTRIC HILLER SPORTS
041952	12/6/2023	SEC03	SECURITY LOCK & ALARM	302.33	220021689	ANNUAL REKEY BALL PARK
041953	12/6/2023	SIL02	REIMBURSEMENT (COOKING CL	99.25	C31205	REIMBURSEMENT (COOKING CL
041954	12/6/2023	STA03	STATE OF CALIFORNIA	17,035.12	1D50016DI	DAVIS-GRUNSKY ACT
				110,762.52	401D50016	DAVIS-GRUNSKY ACT
			Check Total:	127,797.64		
041955	12/6/2023	STR01	STREAMLINE	375.00	F9E7-0038	SUBSCRIPTIONS
041956	12/6/2023	SWR02	SWRCB FEES	3,746.00	D-0229417	ANNUAL PERMIT FEE
				13,756.00	D-0229689	ANNUAL PERMIT FEE
				868.00	D-0229708	ANNUAL PERMIT FEE
			Check Total:	18,370.00		
041957	12/6/2023	THO02	Thomas Home Center	142.58	C31205	REPAIRS/SUPPLY
041958	12/6/2023	TPX01	TPx COMMUNICATIONS	2,871.43	5992596-0	INTERNET SERVICES
041959	12/6/2023	UMP01	UMPQUA COMMERCIAL CARD OP	837.84	1223BD	TRAVEL/TRAINING/SUPPLIES
				18.27	1223DS	TRAVEL/TRAINING/SUPPLIES
				229.10	1223JH	TRAVEL/TRAINING/SUPPLIES
				367.99	1223LF	TRAVEL/TRAINING/SUPPLIES
				772.23	1223NA	TRAVEL/TRAINING/SUPPLIES
				279.56	1223PK	TRAVEL/TRAINING/SUPPLIES
				502.18	1223PARKS	TRAVEL/TRAINING/SUPPLIES
			Check Total:	3,007.17		
041960	12/6/2023	VAL01	VALLEY PACIFIC PETROLEUM	1,251.13	23-708161	GAS/OIL/LUBE
041961	12/6/2023	VAL02	VALLEY PACIFIC	3,514.40	23-707498	GAS/OIL/LUBE
041962	12/6/2023	VER01	VERIZON WIRELESS	194.04	949858417	PAGING/ALARMS + NEW OPS A
041963	12/6/2023	\B021	MQ CUSTOMER REFUND FOR BO	48.38	000C31201	MQ CUSTOMER REFUND FOR BO
041964	12/6/2023	\H020	MQ CUSTOMER REFUND FOR HE	98.44	000C31201	MQ CUSTOMER REFUND FOR HE
041965	12/6/2023	\M035	MQ CUSTOMER REFUND FOR MA	104.82	000C31201	MQ CUSTOMER REFUND FOR MA
041966	12/6/2023	\M036	MQ CUSTOMER REFUND FOR MA	321.94	000C31201	MQ CUSTOMER REFUND FOR MA
041967	12/6/2023	\R018	MQ CUSTOMER REFUND FOR RI	46.19	000C31201	MQ CUSTOMER REFUND FOR RI
041968	12/6/2023	\V006	MQ CUSTOMER REFUND FOR VO	4.77	000C31201	MQ CUSTOMER REFUND FOR VO

041969	12/7/2023	MUN03	MUNICIPAL RESOURCE GROUP	787.50	3-23-1149	PROFESSIONAL SERVICES
041971	12/13/2023	*0197	DEPOSIT REFUND (GYMNASIUM	100.00	C31213	DEPOSIT REFUND (GYMNASIUM
041972	12/13/2023	*0198	DEPOSIT REFUND (HEWITT RO	100.00	C31213	DEPOSIT REFUND (HEWITT RO
041973	12/13/2023	*0199	DEPOSIT REFUND (HEWITT RO	100.00	C31213	DEPOSIT REFUND (HEWITT RO
041974	12/13/2023	ADV01	ADVANCED SECURITY SYSTEM	120.00	674265	SERVICE VISIT (ACTIVITY C
041975	12/13/2023	AMA01	AMAZON CAPITAL SERVICES	1,174.68	XKGV-CP6H	AMAZON PURCHASES
041976	12/13/2023	BAL01	COSTCO MEMBERSHIP REIMBURSMT	120.00	C31213	COSTCO MEMBERSHIP REIMBURSMT
041977	12/13/2023	COL06	COLANTUONO, HIGHSMITH &	243.00	58379	PROFESSIONAL SERVICES
041978	12/13/2023	EUR06	EUREKA READY MIX	436.39	91402	3/4 BASE CLASS II
041979	12/13/2023	IND02	INDUSTRIAL ELECTRIC SERVICE	10.67	IN49092	SUPPLIES FOR LETZ STATION
041980	12/13/2023	INFO2	INFOSEND	3,511.75	251798	MAILING AND POSTAGE
041981	12/13/2023	MAC02	MAC'S REFRIGERATION SVC.	1,094.75	354	REPAIRS (TEEN CENTER)
041982	12/13/2023	MDG01	MELTON DESIGN GROUP INC	17,519.98	6421	BMX TRACK AND PARK
041983	12/13/2023	MES01	EMPLOYEE REIMBURSEMENT	5.92	C31213	EMPLOYEE REIMBURSEMENT
041984	12/13/2023	NOR01	NORTH COAST LABORATORIES	5,265.00	C31213	LAB TESTS
041985	12/13/2023	NOR13	NORTHERN CALIFORNIA SAFETY	120.00	29511	MONTHLY FEE
041986	12/13/2023	ORE01	O'REILLY AUTOMOTIVE, INC.	43.09	37-175700	FLOOR MATS FOR UNIT#16
041987	12/13/2023	PGE01	PG & E (Office & Field)	35,841.67	C31213	GAS & ELECTRIC
041988	12/13/2023	SEQ01	BLUE STAR GAS	1.08	0291029	TANK RENTAL
				800.24	1539992	FUEL
			Check Total:	801.32		
041989	12/13/2023	THA01	THATCHER COMPANY, INC.	3,327.98	250113286	CL2 CYLINDER + CREDIT
041990	12/13/2023	VAL02	VALLEY PACIFIC	840.93	23-737753	GAS/OIL/LUBE
041991	12/13/2023	COL02	COLLEGE OF THE REDWOODS	150.00	C31213	NOTARY CLASS (EAVA YOUNG)
041992	12/19/2023	ATT04	AT&T	856.98	102864801	TELEMETRY
041993	12/19/2023	AUT03	AUTOZONE, INC.	7.42	187910521	BULB FOR UNIT 24 MARKER L
041994	12/19/2023	BIN02	ACWA FALL CONFERENCE 2023	104.90	C31218	ACWA FALL CONFERENCE 2023
041995	12/19/2023	BLA02	BLACK DOG OUTFITTERS	2,410.73	549	WORK SHIRTS
041996	12/19/2023	COA01	COASTAL BUSINESS SYSTEMS	1,057.85	35511455	OFFC EQUIP LEAS
041997	12/19/2023	COM04	COMPLIANCE ASSOCIATES	4,200.00	C31219	ENROLLMENT FEES
041998	12/19/2023	CRA01	CRAWFORD & ASSOCIATES, INC	5,868.79	40279	4.5MG TANK
041999	12/19/2023	CWE01	CWEA	221.00	C31219	MEMBERSHIP RENEWAL
042000	12/19/2023	DEL02	DELFINO, MADDEN, O'MALLEY	1,820.00	156670	PROFESSIONAL SERVICES

042001	12/19/2023	EUR06	EUREKA READY MIX	398.25	91540	REPAIRS/SUPPLY
				785.50	91610	3/4 BASE CLASS II + PEA G
			Check Total:	1,183.75		
042002	12/19/2023	FED01	FedEx Office	442.68	349-44101	LAB SHIPPING
042003	12/19/2023	GRS01	G R SUNDBERG, INC.	127,378.01	C31219	WTR/SWR MAIN REHAB & REPL
042004	12/19/2023	HEA01	HEALTHEQUITY, ATTN: CLIENT	8.85	C31219	GRP. HEALTH INS ADVANCE P
042005	12/19/2023	IBS01	IBS OF THE REDWOODS	449.20	5106033	PARTS AND SUPPLIES
042006	12/19/2023	IND01	INDEPENDENT BUS. FORMS	236.26	42760	PAYROLL CHECKS PRINT ORDER
042007	12/19/2023	MAY03	ACWA FALL CONFERENCE 2023	75.25	C31218	ACWA FALL CONFERENCE 2023
042008	12/19/2023	MCB02	CUPCAKES FOR DAVE'S RETIREMT	120.00	C31218	CUPCAKES FOR DAVE'S RETIREMT
042009	12/19/2023	MCK06	MCKINLEYVILLE SCHOOLS PTO	1,480.00	C31218	MIDDLE SCHOOL DANCE 12/01
042010	12/19/2023	MER03	MERCER, FRASER COMPANY	57,712.50	C31218	4.5MG TANK MONTHLY PAYMENT
042011	12/19/2023	MER04	MERCER FRASER ESCROW48611	3,037.50	C31218	CIP: 4.5M TANK DESIGN.CON
042012	12/19/2023	MIT02	MITEL	825.35	45565142	USAGE & FEES
042013	12/19/2023	NOR13	NORTHERN CALIFORNIA SAFETY	1,400.00	C31219	8HR HAZWOPER TRAINING - O
042014	12/19/2023	ORE01	O'REILLY AUTOMOTIVE, INC.	24.25	37-175877	TRAILER LIGHTS REPLACEMENT
042015	12/19/2023	PGE10	PG&E STREETLIGHTS	5.29	C31218	GAS & ELECTRIC S.L.- ZONE
			Accounts Payable Disbursements:	646,344.80		

Payroll Related Disbursements

19487	12/5/2023	CAL12	CalPERS 457 Plan	7,960.90	C31205	RETIREMENT
				706.54	1C31205	PERS 457 LOAN PMT
			Check Total:	8,667.44		
19488	12/5/2023	DIR01	DIRECT DEPOSIT VENDOR- US	43,576.39	C31205	Direct Deposit
19489	12/5/2023	EMP01	Employment Development	237.44	C31128	STATE INCOME TAX
				306.90	C31201	STATE INCOME TAX
				2,318.96	C31205	STATE INCOME TAX
19489	12/5/2023	EMP01	Employment Development	32.38	1C31128	SDI
				29.21	1C31201	SDI
				768.99	1C31205	SDI
			Check Total:	3,693.88		
19490	12/5/2023	HEA01	HEALTHEQUITY, ATTN: CLIEN	75.00	C31205	HSA
19491	12/5/2023	HUM29	UMPQUA BANK--PAYROLL DEP.	791.47	C31128	FEDERAL INCOME TAX
				660.00	C31201	FEDERAL INCOME TAX
				8,473.56	C31205	FEDERAL INCOME TAX
				446.10	1C31128	FICA
				402.40	1C31201	FICA
				10,608.04	1C31205	FICA
				104.34	2C31128	MEDICARE
				94.10	2C31201	MEDICARE
				2,681.28	2C31205	MEDICARE
			Check Total:	24,261.29		
19492	12/5/2023	ACW01	CB&T/ACWA-JPIA	59,719.80	C31130	MED-DENTAL-EAP INSUR
19493	12/5/2023	PUB01	Public Employees PERS	28,743.81	C31130	PERS PAYROLL REMITTANCE
19530	12/20/2023	CAL12	CalPERS 457 Plan	198.41	C31207	RETIREMENT
				8,403.33	C31219	RETIREMENT
				93.14	1C31207	PERS 457 LOAN PMT
				799.68	1C31219	PERS 457 LOAN PMT
			Check Total:	9,494.56		
19531	12/20/2023	DIR01	DIRECT DEPOSIT VENDOR- US	45,709.41	C31219	Direct Deposit
19532	12/20/2023	EMP01	Employment Development	3.20	C31207	STATE INCOME TAX
				-	C31215	STATE INCOME TAX
				2,477.74	C31219	STATE INCOME TAX
				11.90	1C31207	SDI
				1.96	1C31215	SDI
				825.63	1C31219	SDI
			Check Total:	3,320.43		
19533	12/20/2023	HEA01	HEALTHEQUITY, ATTN: CLIEN	75.00	C31219A	HSA
19534	12/20/2023	HUM29	UMPQUA BANK--PAYROLL DEP.	45.81	C31207	FEDERAL INCOME TAX
				-	C31215	FEDERAL INCOME TAX
				9,334.84	C31219	FEDERAL INCOME TAX
				164.02	1C31207	FICA
				26.96	1C31215	FICA
				11,390.26	1C31219	FICA
				38.36	2C31207	MEDICARE
				6.30	2C31215	MEDICARE
				2,864.34	2C31219	MEDICARE
			Check Total:	23,870.89		
			Payroll Related Disbursements:	251,207.90		

Total Disbursements:	897,552.70
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McKinleyville Community Services District

BOARD OF DIRECTORS

March 6, 2024

TYPE OF ITEM: **ACTION**

ITEM D.3 **Compliance with State Double Check Valve (DCV) Law**

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

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

Recommendation:

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

Discussion:

Customers listed below are currently not in compliance with State Law regarding cross connection control for water customers with an alternate water supply. These customers have been notified of their respective violations, as noted, and have been provided notification of this meeting.

There are no violations to report.

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McKinleyville Community Services District

BOARD OF DIRECTORS

March 6, 2024

TYPE OF ITEM: **Action**

ITEM: D.4 **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 (included in Attachment 1). Amendment 3 (also included in Attachment 1) extended the original lease until May 31, 2024. Amendment 4 (Attachment 2) will extend the original lease until June 30, 2025. All other terms and conditions of the lease remain unchanged from the previous lease.

Alternatives:

Take No Action and do not award the Contract.

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 – Fourth 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

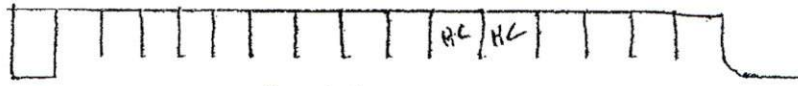
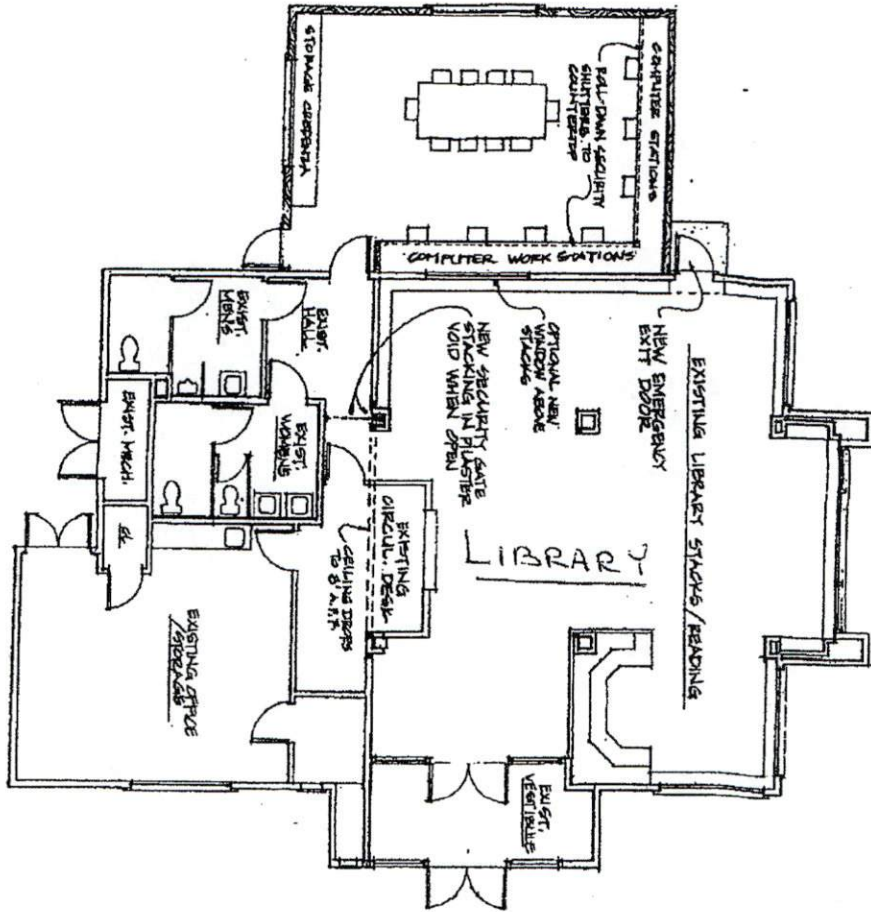


EXHIBIT A C 133

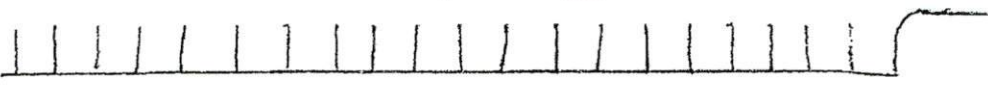


SCALE: 1/8" = 1'-0"

FLOOR PLAN



Parking



720 square foot Conference Room

Computer stations, WiFi, conference table, projector & screen

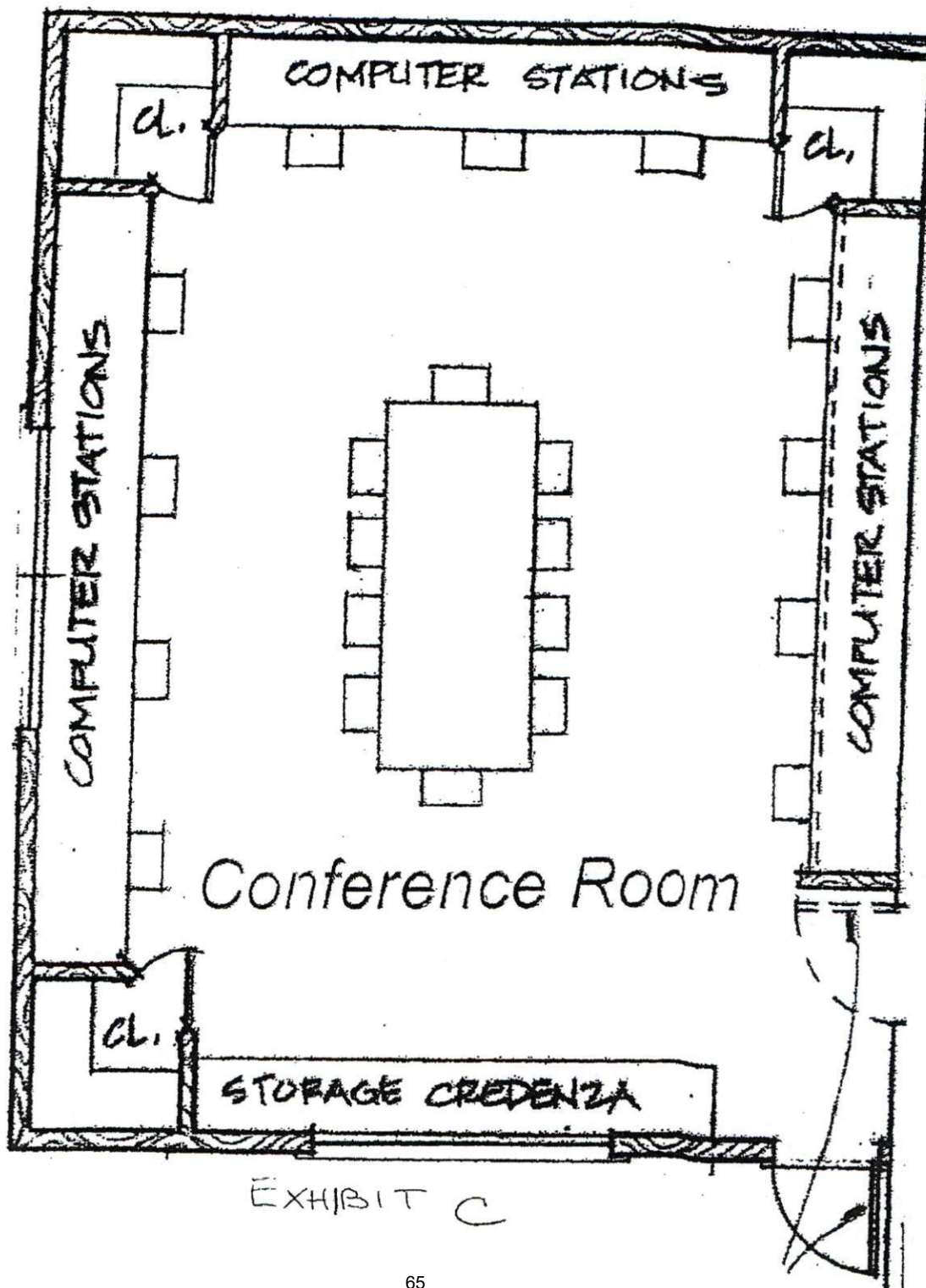


EXHIBIT D

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
Risk Management

Date: 5-5-2023

**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

McKinleyville Community Services District

BOARD OF DIRECTORS

March 6, 2024

TYPE OF ITEM: **Action**

ITEM: D.5 **Consider and Possible Approval of Contract with GHD to Provide Engineering and Environmental Services for the Fischer Sewer Lift Station Seismic Retrofit Project**

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, find GHD the most qualified respondent, and authorize the General Manager to execute a contract and associated documents with GHD to provide Phase 1 and Phase 2 engineering services for the Fischer Sewer Lift Station Seismic Retrofit Project in the amount of \$410,031.47 with a 10% contingency of \$41,031.15 for a total of \$451,034.62.

Discussion:

The District released a Request for Qualifications (RFQ) seeking to hire an engineer to provide engineering, environmental permitting and other consulting services for the retrofit of existing building, pipes, electrical equipment, pumps, motors and motor control center (MCC) of the Fischer Sewer Lift Station (Fischer Station).

The main objective of this project is to seismically retrofit the existing Fischer Station, which is the main wastewater station in McKinleyville. The McKinleyville Community Services District's Fischer Station currently receives all wastewater from the southern half of the District consisting of a population of approximately 9,000 people.

The Fischer Station also collects the overflow from the Hiller Station, that collects flows from another approximately 8,000 people, when the wastewater flows are too high for Hiller to handle or if the Hiller Station were to become disabled from an earthquake or some other reason. The installation of seismic restraints and retrofits to the building as well as the pipes, pumps, motors, and electrical system will result in a seismically resilient station that will greatly mitigate the risks to MCSD's wastewater system as well as human health and the environment.

The wastewater collected at this site is pumped 5,300-feet through a 12-inch pressure main to the Wastewater Management Facility. Currently, the station runs off two 30 hp centrifugal pumps that alternate lead and are backed up by two 100 hp centrifugal pumps to take on high flows when needed. The station

and all existing assets, other than the generator, was built in the early 70's and therefore doesn't meet current seismic standards or equipment efficiencies. The generator and automatic transfer switch were recently upgraded along with the addition of a Tesla battery back-up unit and will not need to be upgraded as part of this project. The majority of the rest of the station will require upgrading.

This project is one of several the District is undertaking to increase the seismic resiliency of its water and wastewater distribution system. These efforts include the 4.5-MG Water Tank Project that currently is under construction, the McCluski Tank Replacement Project that is currently in design, as well as the replacement of the watermain from HBMWD under the Mad River, and the replacement of the three sewer mains under Highway 101.

The District was awarded funding through the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) administered by the California Governor's Office of Emergency Services (CalOES). Grant requirements dictate that the project be divided into two phases, each with specific work activities. Phase One activities will include engineering and design as well as geotechnical, and environmental services which includes seismic and structural engineering analysis of the lift station as well as the design for the retrofit of the pumps, motors, piping and MCC to bring the station up to current seismic and electrical code. A geotechnical study will be required to develop the seismic analysis and will include installing borings to determine subsurface characteristics to allow the structural engineer to calculate seismic forces and design retrofits for the building. Phase Two activities include those associated with final design, permitting, contractor selection, and construction observation assistance.

Phase One is currently funded in the amount of \$269,220 and is limited to project activities to develop preliminary design documents and complete environmental and cultural resource studies. Funding for Phase Two, including final design, final geotechnical investigations, and construction will only be awarded when FEMA and Cal OES have reviewed Phase One work and concluded that grant requirements have been met.

The District released an RFQ seeking engineering services for this project on December 8, 2023. The Statements of Qualifications (SOQs) were due back at 3:30 pm on February 6, 2024. Three SOQs were received, one from Kennedy Jenks (KJ), one from PACE Engineering and one from GHD. A review panel consisting of Operations Director – Henry, Utility Operator – Jones and General Manager - Kaspari reviewed the SOQs. All three SOQs were very well done and were deemed more than qualified to perform the required engineering work. The rankings among the review panel were very similar and all three members ranked the GHD's SOQ as the highest. The table below provides the average of the review panel's scores for all three SOQs. The GHD SOQ is included as **Attachment 1**.

CRITERIA	POSSIBLE POINTS	GHD	Kennedy Jenks	PACE Engineering
Understanding of the project and proposed approach	25	25	20	10
Qualifications and experience on similar projects	25	17	22	17
Key personnel qualifications	20	19	16	13
Project Manager Experience	15	13	13	10
Experience with Federal Grants	15	14	13	10
TOTAL POINTS		88	84	60

GHD was asked to put together a scope of work and fee to execute Phase 1 and 2 of the work. Their scope and fee is included as Exhibit A to the District’s Standard Professional Services Contract included as **Attachment 2**.

Alternatives:

Take No Action and do not award the Contract.

Fiscal Analysis:

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% HMG 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.

As detailed in the attached Scope of Work, the GHD fee exceeds the Phase 1 grant award amount. Upon completion of the Phase 1 work and the NEPA permitting, FEMA/CalOES will release the Phase 2 funding. Upon completion of the Phase 1 work, the District will also have a much better idea of the overall construction costs. The Benefit Cost Analysis (BCA) calculated for the project was 1.2, with an estimated Benefit of \$1.9M and a cost of \$1.6M. The calculated BCA is required to be greater than 1. This suggests that the grant will pay for 75% of an additional \$300K in funding, which would cover the additional Phase 1 costs as well as 75% of any estimate construction cost increases. It is the intent of District Staff to wait until the completion of the estimate of probably construction cost included in GHD’s scope of work and then make a determination whether additional funding will be required and requested.

Environmental Requirements:

NEPA and CEQA will have to be completed for this project. The special studies required for the completion of NEPA/CEQA will be completed as part of this work. It is anticipated that a Negative Declaration will be the CEQA document completed by the District. This will be confirmed as part of this work. It is not anticipated that any other permits will be required for the project.

Exhibits/Attachments:

- Attachment 1 – GHD Statement of Qualifications
- Attachment 2 – Professional Services Contract and Scope of Work



Fischer Sewer Lift Station Seismic Retrofit Project

Engineering, Environmental Review and Compliance, Permitting,
Construction Management and Grant Program Management

McKinleyville Community Services District

February 6, 2024



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APPENDIX A - RESUMES

APPENDIX B - PROFESSIONAL SERVICES AGREEMENT



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2. COVER LETTER

718 Third Street
Eureka, California 95501
USA
www.ghd.com

February 6, 2024

Patrick Kaspari, General Manager
McKinleyville Community Services District
1656 Sutter Road
McKinleyville, CA 95519

RE: RFQ for Fischer Sewer Lift Station Seismic Retrofit Project

Dear Mr. Kaspari,

GHD understands McKinleyville Community Services District's (MCSD or District) plan to seismically retrofit the existing Fischer Sewer Lift Station (Fischer LS) to provide resiliency and reduce the risks to the District's largest sewer lift station. In the event of an earthquake, damage to the Fischer LS could result in a loss of wastewater services for a significant portion of the community served by the District as well as potential impacts to human health and the environment. A seismic evaluation and associated retrofit of the concrete block building, replacement of the four vertical self-priming centrifugal pumps and motors, seismic bracing and support of the pipes and pumps, and replacement of the motor control center (MCC) and other electrical equipment will reduce the risk of the Fischer LS failing in a seismic event.

GHD is ideally suited to complete the retrofit, and we look forward to the opportunity to continue working with the District to help improve the District's infrastructure. Key advantages the GHD team provides to the District include the following:

Local Team for Economical Responsiveness: Allows team to perform environmental studies, site visits, meetings, and construction management services in an efficient, timely and cost-effective manner.

Extensive Lift Station Design and Construction Experience for Proven Solutions: Our team includes Nathan Stevens and Steve McHaney, who have vast experience with lift station design and each have completed several water/wastewater projects for the District. The team also includes Rick Guggiana and Gonzalo Roberts Cervantes, who are technical experts in electrical systems and structural seismic retrofit design, respectively.

Unparalleled Experience with Hazard Mitigation Grants for Funding Stewardship: GHD staff have prepared successful applications for and implemented numerous local Hazard Mitigation Grant projects for the District and other local agencies. This experience will be used to verify that grant requirements are met and that funding will be retained.

Familiarity with District Sewer System for Informed Analysis: GHD has performed several important sewer and pump station projects with the District including the Hiller Sewer Lift Station Upgrades Project, Central Ave Water and Sewer Rehabilitation Project and the recent Sewer Master Plan. Through these projects, GHD staff have developed knowledge of the District's systems and productive working relationships with District staff, which will facilitate efficient execution of the retrofit project while minimizing time demands of District personnel.

Effective Project Management for Organized Delivery: Our team will be led by Nathan Stevens, who has served as project manager on numerous design and construction projects for water and sewer systems, including the MCSD Central Avenue Water and Sewer Rehabilitation Project and the MCSD Hiller Lift Station Upgrades Project. Nathan was also very involved in Phases I and II of MCSD's Master Plan effort, so he is very familiar with the condition, functionality, and capacities of the District's systems. He will provide effective project management to maintain project schedule and budget. Nathan will also implement a quality assurance/quality control plan and actively engage District staff during project review to effectively create technically sound deliverables, thereby making efficient use of GHD and District time.

Focused Approach for Addressing Critical Issues: There are various design and construction approaches that could be pursued for this project, and GHD has the in-house expertise to analyze alternatives leading to selection of the preferred approach to meet the intended goals of the project. One of the critical requirements for this project is the ability to upgrade the station with minimal interruption to wastewater service. GHD will work closely with the District to design the upgrades and specify the construction workflow to help minimize disruption to the operation of the lift station. Another critical component of the project will be specifying pumps that will meet current and future demands of the lift station while operating in an efficient manner and minimizing maintenance. Our team has performed the design upgrades of several other similar lift stations and is well-suited to work with the District to achieve this goal.

Relevant Experience for Streamlining Permitting: With experience in both design and construction phases of upgrading sewer lift stations, GHD has the background knowledge and experience to identify critical path items and solutions that add value to the project. We have worked closely with FEMA and California Office of Emergency Services (Cal OES) staff on many previous projects to successfully complete the biological and other special studies necessary to meet National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) requirements. Our past experience in this domain will enable the District to minimize costs, as the studies will be done correctly the first time. Furthermore, our expertise will streamline the schedule by quickly moving through the NEPA and CEQA processes.

Design and Construction Focus for Integrated Contract Documents: GHD's team includes both design and construction professionals who understand how to make the contract front ends, specifications, and plans work together harmoniously to minimize contract change orders during construction. The value GHD provides during the design phase will be realized in construction and beyond.

GHD can deliver the project based on the District's proposed schedule provided in the RFQ. It is not anticipated at this time that a grant schedule extension will be required, but if necessary due to grant agency review timeline and construction timeframe constraints, GHD has significant experience in submitting successful requests for grant extensions under the HMGP. Additionally, GHD will expedite our design process to the extent feasible while still providing quality deliverables to meet the necessary timelines to allow for bidding and construction within the necessary timeframe.

GHD is a global firm with a local team that is committed to successfully achieving the District's goals and being present throughout the project to serve as an extension of the District's staff. We look forward to this opportunity to continue to work with the District and serve our local community. Please do not hesitate to contact us if there are any questions or if you need any additional information.

Consultant Information:

Consultant Name: GHD Inc.

Office Location: 718 Third Street, Eureka, CA 95501

Years in Operations: 90+ years

Name of Authorized Representative: Casey Raines

Sincerely,
GHD Inc.



Nathan Stevens, PE

Project Manager

+1 707 267-2204

nathan.stevens@ghd.com



Casey Raines, PE, PACP, MACP

Project Director/Authorized Representative

+1 949 585-5212

casey.raines@ghd.com

3. PROJECT UNDERSTANDING AND APPROACH

3a. Project Understanding



BACKGROUND

The Fischer Sewer Lift Station (Fischer LS) receives all the wastewater from the southern half of the District's service area and pumps it to the District's Wastewater Management Facility (WWMF). It is the District's largest sewer lift station and

serves approximately 9,000 people directly. The Hiller Lift Station (Hiller LS) is the District's second largest sewer lift station and serves approximately 8,000 people. When flows exceed the Hiller LS capacity, the overflows from the Hiller LS are directed to the Fischer LS. While all the District's lift stations are essential, the resilience of the Fischer LS is of paramount importance for the District to continue to provide reliable wastewater service to its customers and to protect human health and the environment.

ISSUES TO BE ADDRESSED BY THE PROJECT

GHD performed the design for a new generator at the Fischer LS that was installed in 2019. Aside from that generator, associated transfer switch, and a new Tesla battery back-up unit, most of the station components were installed when the station was built in the 1970s and will require upgrades because they either do not meet current standards, are inefficient, and/or are nearing the end of their useful lives. The Fischer LS was built at a time when seismic provisions were not mandatory. Construction of the building, piping, pumps, motors, and motor control center (MCC) occurred prior to both the 1975 lateral force requirement additions and the amendment of the Uniform Building Code in 1994 to include seismic safety provisions. The pipes and pumps are not supported to resist large seismic forces. The electrical wiring and panels are also aging and are more likely to result in damage during a seismic event.

In the station's current condition, a code level earthquake could generate significant damage to an extent that renders the station unsafe or unable to pump wastewater to the WWMF. The most cost-effective solution to these issues is envisioned to be the retrofit of the structure to resist current design seismic forces and replace the MCC, pumps, and motors with new equipment installed per current seismic and electrical code. The reinforced building and upgraded equipment will reduce the likelihood of failure during seismic events and make the station more energy efficient. This will be achieved through a seismic evaluation and associated retrofit of the concrete block building, replacement of the four vertical self-priming centrifugal pumps and motors, seismic bracing and support of the pipes and pumps, and replacement of the MCC and other electrical equipment.

GRANT OVERVIEW

The project is partially funded by a Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant (HMG) that is administered by the California Governor's Office of Emergency Services (Cal OES). The project must conform to requirements of both agencies, including following the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA). Due to the nature of the grant funding, the project will be split into two phases. Phase One activities will include a geotechnical analysis, structural analysis, 30% engineering design documents, special studies to facilitate the

CEQA/NEPA processes, and the completion of a CEQA document. Phase Two activities will include final engineering design, bidding, contractor selection, construction by the selected contractor, construction management and inspection services, and grant close-out.

PROJECT CHALLENGES THAT GHD WILL ADDRESS

The successful completion of the project requires addressing the following challenges:

- Managing the project efficiently and effectively.
- Providing quality deliverables.
- Generating a structural seismic retrofit design that is cost-effective and enhances the seismic resilience of the lift station building.
- Specifying new pumps for the Fischer LS that perform within their optimal ranges yet still allow for growth, all while not causing any issues for the hydraulically connected Hiller LS.
- Designing a new MCC and other electrical equipment that will integrate seamlessly into the District's existing system and allow for service of the Fischer LS to be maintained throughout construction.
- Generating a reliable opinion of probable construction cost at various project stages to assist with an assessment of the District's project budget.
- Successfully navigating environmental requirements, particularly those required by the funding agencies under the HMGP.
- Working successfully with the selected contractor through effective construction management to facilitate construction of a quality project that meets the intent of the design while minimizing change orders.
- Designing the project in a manner that is consistent with the intent of the grant so project funding is retained.
- Completing project tasks on schedule to meet grant and constructability time constraints.

3b. Approach

PROJECT MANAGEMENT

Our approach to all projects starts with effective project management. Nathan Stevens will be the Project Manager and provide close coordination with the District. The successful management of project scope, budget, schedule, quality, and risk over the course of the project is of utmost importance to the GHD team. Elements of our approach are described below.



CRITICAL PATH METHOD OF SCHEDULE MANAGEMENT

Starting with the proposed high-level schedule provided in the RFQ, Nathan will prepare a detailed project schedule using Microsoft Project. He will identify the critical path, which must be managed with extra care to meet the District's deadline for completing the project. The geotechnical investigation is the first item on the critical path and will allow for the structural seismic evaluation to be completed. The detailed schedule will be updated at regular intervals. In this way, adjustments to the project may be made in a timely manner to keep the overall project on track. Staying on track requires the right resources, and GHD has assembled a project team with consideration for staff capacity to meet the project schedule as outlined in the RFQ. As Project Manager,

Nathan will be actively engaged in all components of the project and will coordinate with various team members to facilitate timely completion of project milestones.

EARNED VALUE MANAGEMENT OF SCOPE, BUDGET, AND SCHEDULE

In line with best practices, Nathan will use Earned Value Management to monitor and compare progress on tasks with the costs expended to check for ongoing alignment between scope, budget, and schedule. Nathan will assess progress on a weekly basis in terms of task completion and schedule and compare it to the costs incurred to-date.

CONTRACT CHANGES TO SCOPE, BUDGET, AND SCHEDULE

Any potential changes identified by GHD will be recorded in a Contract Change Log and communicated to the District for discussion. Potential changes to scope will be evaluated for impacts on budget and schedule; changes to budget will be evaluated for impacts on scope and schedule; and changes to schedule will be evaluated for impacts to scope and budget. Results of the discussions between GHD and the District of potential changes will be tracked on the log, and the District's procedures for executing change orders will be followed for those changes approved by the District.

COMMUNICATION AND PROGRESS MEETINGS

Effective communication is critical to the success of any project. There will be multiple forms of communication used over the course of this project, including written documents and deliverables, in-person meetings, web conferences, emails, and phone calls.

GHD will schedule a series of bi-weekly progress meetings for the GHD Project Manager and District Project Manager. The GHD Project Manager will provide a brief overview of recent progress, upcoming activities, and risks or issues identified. Other team members from the District and GHD will be invited as needed based on activities underway. Individual meetings can be canceled if deemed unnecessary, and the meeting frequency can also be re-evaluated as the project proceeds to make the best use of everyone's time.

Additionally, meetings between key members of the GHD team and key District staff will occur after significant project milestones. Design review meetings will occur after District staff have reviewed the 30%, 60%, and 90% design submittals provided by GHD. By having these meetings to address District comments at key times throughout the development of the design, the design can proceed efficiently from both an effort and a schedule standpoint, and GHD can confirm that the design is meeting the District's desires without having to re-design project components.

QUALITY ASSURANCE AND QUALITY CONTROL

Quality assurance is a team's plan for completing a project that meets quality expectations, while quality control is the informal and formal checking to confirm the goal has been met. As part of our project management and delivery process, GHD operates under a Practice Quality Management System, ISO 9001:2015, certified by Lloyd's Register Quality Assurance. GHD subconsultants will be held to our quality management process to provide quality assurance and quality control (QA/QC) throughout the project. Our quality management process emphasizes delivering the products on time, within budgets, that meet or exceed our client's requirements and expectations.

Throughout the project, GHD will hold internal project meetings, communicate the District's goals, confirm appropriate prioritization, confirm staffing availability, and assure that performance of work under contract is held to the highest standard. The QA/QC program is intended to accomplish the following:

- Provide confidence that the project scope is fulfilled in accordance with contractual documents, regulatory requirements, and the District's expectations.
- Provide a systematic procedural approach to meeting project quality standards, including defining quality control milestones and the



reviews required at each milestone.

- Perform QA/QC early in the project process and confirm key deliverables are reviewed by technical specialists in relevant fields/disciplines.
- Perform subsequent QA/QC review by an assigned GHD QA/QC manager, Steve McHaney, to confirm components collectively meet the District's project scope and regulatory requirements:

The final step for all deliverables will be to have our Project Manager perform a final review of each work product intended to be submitted. These final checks will be to verify that each submittal package is 100% complete, directions communicated by the District and stakeholders via meetings and correspondence have been followed, and all prior comments have been incorporated.

ENGINEERING DESIGN APPROACH

GENERAL APPROACH

GHD will develop plans, specifications, and associated contract documents for the construction of a seismic retrofit of the existing concrete block building; replacement of the four vertical self-priming centrifugal pumps and motors with associated pipe replacement, seismic isolation and support of the pipes and pumps; and replacement of the MCC and other electrical equipment. The controls and alarms for the new pumps will be integrated into the District's existing SCADA system. We do not expect that any topographic surveying will be required for design or construction of this project and will develop a design basemap based on as-built drawings.

Bid Package Development: GHD will develop a set of construction drawings that is generally anticipated to consist of the following as required for the civil, electrical, and structural disciplines: general cover sheet, notes sheets, demolition sheets, site plans, elevation views, details, single line diagram, conduit / cable / panel schedules, and a process & instrumentation diagram. The design will also consist of technical specifications for demolition, earthwork, paving, piping, pumps, motors, valves, manholes, electrical conduit, electrical wires, MCC, structural retrofit products, and other components of the project. GHD will prepare standard contract documents required for a complete bid package that will include the necessary federal contracting requirements as dictated by the HMGP. Design submittals will consist of electronic and hard copies of 30%, 60%, 90%, and final plans, specifications, contract documents, and opinion of probable construction costs. District comments will be incorporated after each submittal prior to the final.

Progress is in Motion: GHD has already begun the first steps of the design process for this project, which are reviewing the grant documents and reviewing the drawings for the existing Fischer LS. We have also attended a site visit with District staff, took numerous photographs and detailed notes, and have a detailed understanding of the existing lift station layout, components, and what needs to be accomplished to meet the District's objectives for this project. GHD is prepared to start progressing with the design immediately, thereby initiating the project in an efficient manner and expediting the project schedule. GHD can advance the civil and electrical design components with the information that we already have. We can also begin the structural component of the seismic retrofit design based on the information we have, and then complete the design after receiving geotechnical information.

GEOTECHNICAL INVESTIGATION

Crawford & Associates will perform the geotechnical investigation for the project. Fault mapping indicates that the Fischer Lift Station building is located within 40 feet of a mapped strand of the Mad River fault zone. This segment is classified as being potentially quaternary active in the last 15,000 years. Geologic mapping indicates that the site is located on a material contact with gravels and sands mapped to the north and clay, silt, sand, and gravel mapped to the south of the site. Based on Crawford's experience in the area, groundwater could be as high as 10 feet below ground surface. Given what is currently known, including information contained in the "McKinleyville Lift Station" boring log included with the 1976 Winzler & Kelly Drawings attached to the RFQ, the key geotechnical consideration associated with this site is expected to be liquefaction of saturated, granular soils and the potential for a site-specific ground motion hazards analysis.

Crawford will schedule a driller to install the necessary geotechnical boring(s) and will prepare a report quickly to keep the building retrofit design on schedule. The report will include results of the subsurface exploration and laboratory testing, with particular focus given to seismic parameters required for the structural analysis.

STRUCTURAL DESIGN – BUILDING SEISMIC RETROFIT

The structural as-builts for the lift station building are dated 1976 and were prepared by Winzler & Kelly Consulting Engineers. The building is a one-story concrete masonry unit (CMU) structure with a roof consisting of wood trusses and plywood decking. The CMU walls are supported by a continuous concrete footing. The building has a substructure where the pump room and wet well are located and consists of underground concrete shear walls with a mat foundation.

Reference Codes and Standards to Guide Design

The existing building seismic evaluation and potential retrofit design will be conducted using the International Existing Building Code (IEBC) and ASCE 41-17 (Evaluation and Retrofit of Existing Buildings) as referenced in the current building code. The goal of the seismic assessment will be to identify potential seismic deficiencies on the building and propose a retrofit strategy that brings the building into conformance with the current code. The geotechnical investigation will be required to confirm the seismic parameters per ASCE 41-17.

Structural Retrofit Design Strategy

Deficiencies that are typically observed in CMU buildings from this era include lack of reinforcement within CMU walls, inadequate footing sizes, inadequate wall-to-roof connections, and inadequate wall-to-foundation connections. Rectifying these deficiencies could potentially include enlarging foundations, placing shotcrete on the CMU walls, reinforcing the CMU walls with fiber reinforced polymer (FRP) products, and/or strengthening wall-to-roof and wall-to-footing connections with additional ties.

GHD will conduct a condition assessment of the building to evaluate existing as-built conditions and identify visible signs of decay of construction materials. After a review of the as-built drawings, the geotechnical report, and condition assessment of the building, GHD will consider cost-effective retrofit solution(s) to bring the building into conformance with current code. We will then perform the necessary calculations and design the retrofit accordingly.

CIVIL DESIGN – REPLACEMENT OF PUMPS AND ASSOCIATED PIPE AND VALVES

Evaluate Hydraulic Requirements

The primary pumps at the Fischer LS are two 30 hp centrifugal pumps that alternate lead. They are backed up by two 100 hp centrifugal pumps that are called when flows exceed the capacity of the 30 hp pumps. There are several methodologies that can be used to assist with specifying the new pumps, including the following:



Option 1: Because the existing pumps at the lift station appear to be meeting demands and are pumping water from the Fischer LS to the WWMF, it is possible to take the approach of specifying new pumps that have pump curves that closely match those of the existing pumps. However, in taking this approach without considering other data or performing a hydraulic analysis, there is potential for the specified new pumps to not be operating with optimized efficiency.

Option 2: The District has historical flow data from the Fischer LS, but pressure data downstream of the lift station pumps is not available. Gathering real data is the most reliable way to develop system head curves to assist with specifying pumps. To obtain the necessary data, GHD can assist the District with identifying and running various pump test scenarios. Flow and pressure data would be collected for each scenario, and this data would be used to generate system head curves. If necessary, calculations using elevation data, force main length, and other physical properties of the force main could be used to supplement the pump test data. Then two sets of two pumps can be specified based on evaluating pumping efficiency for low flow conditions and high flow conditions, taking forecasted growth into account. The Fischer LS is relatively simple from a hydraulics perspective. There are gravity sewer mains that flow into a wet well at the Fischer LS, and wastewater is pumped from the wet well through a force main that goes almost all the way to the WWMF without connecting to another force main system. A complication to this is that the force main from the Hiller LS connects to the force main from the Fischer LS near the WWMF, and the pumps from each lift station need to interact properly so that hydraulic issues are not caused at either lift station. Pump testing scenarios would be run to account for this complication, similar to the pump testing that GHD assisted the District with for the Hiller Lift Station Upgrades Project.

Option 3: If it is deemed necessary, various low flow and high flow pumps could be simulated using the District's hydraulic sewer model, and pumps would be specified that meet the low flow and high flow conditions while operating closest to their design operating point. Nathan is familiar with the District's existing sewer model and used it to perform hydraulic analyses as part of the Sewer Master Planning process that GHD completed in 2020. Given this, he could guide the modeling effort so that it was performed in an efficient manner without needing to take the time to familiarize with the District's model or the Autodesk Storm and Sanitary Analysis software that was used to develop the model. However, due to the relative simplicity of the hydraulics, it is unlikely that this type of hydraulic modeling would provide any advantage in specifying new pumps for this lift station, and gathering data from pump tests would be a more reliable approach.

It is anticipated that Option 2 will strike the best balance between simplicity and usefulness in terms of assisting with specifying pumps that will operate efficiently. However, if necessary, GHD has the experience and knowledge necessary to use Option 3.

Specify Pumps

After completing the hydraulic analysis, GHD will work with existing vendors such as Flygt, Gorman-Rupp, Goulds, Grundfos, Zoeller, or others to specify the most appropriate pumps to replace the existing pumps. One option that will be considered is installing new submersible pumps in the wet well, rather than installing vertical centrifugal pumps in the dry well like what is existing. This is similar to what GHD designed for the District's recent Hiller Lift Station Upgrades Project. The new submersible pumps in the Hiller LS are more efficient than their dry

well counterparts were, meaning that the size of the pumps could be decreased, saving the District on capital costs and ongoing electrical costs. The Flygt Concertor pumps that met the specifications that GHD developed for the Hiller LS have built-in clog detection and pump self-cleaning features, which make the pumps easier to maintain and keep the wet well cleaner for longer. Submersible pumps in the wet well could allow for the District to eliminate its grit chamber system, thereby eliminating system components from your maintenance program.

Flygt makes pumps for dry well use with similar clog detection and self-cleaning features, which would be another option. GHD will work with District operations staff to determine which style of pump would work best for the District from operations, maintenance, and cost standpoints. GHD can modify specifications that we have already developed that are consistent with public contract code to get the District the best pumps for the application.

Fittings and Supports for Seismic Resilience of Pipe and Appurtenances

Aside from specifying pumps, other critical civil components to be specified include the piping, valves, fittings, and associated supports required to connect the new pumps into the existing system. Expansion joints and piping supports will be installed in strategic locations to make piping and valves within the lift station more seismically resilient. Vertical and lateral supports will be designed to provide further resilience to seismic activity. GHD will apply our expertise to provide a project that is holistically resilient to seismic events.

ELECTRICAL AND CONTROLS DESIGN – REPLACEMENT OF MCC AND OTHER ELECTRICAL EQUIPMENT

Maintaining Service throughout Construction

There is no option in place for pumping around the Fischer LS, and installing such a system would take considerable effort from both a design and construction standpoint. Given that, it is necessary that the lift station remain operable during construction. The lift station wet well, plumbing, and electrical system were designed so that the station can operate on two pumps while the other half of the station is down. GHD has reviewed the existing design of the hydraulic and electrical systems to determine the necessary requirements and best sequencing for construction to eliminate issues with maintaining service during construction.



Replacement of MCCs can be complicated, so advance planning is warranted. Sometimes new MCCs are installed on an opposite wall in an electrical room, or in a new electrical room altogether, to allow for continued operation during construction. Another common case is for the design to call for the contractor to provide rental MCCs and switchboards installed in a temporary location, which adds expense and complexity to the project. Fortunately, the configuration of the existing system allows for one half of the existing MCC to be replaced while the other half remains energized and capable of operating two of the four pumps, which is sufficient to allow the pump station to handle dry-weather flows.

Once the first half of the MCC is replaced, re-energized, and tested, the other half of the MCC can be replaced. The contractor will likely need to provide some temporary 120-volt power wiring to keep specific auxiliary systems in service during construction, such as the existing main programmable logic controller (PLC).

Instrumentation and Controls

The existing pump station controls consist of a legacy Toshiba PLC and a bubbler system. There is also a much newer Allen-Bradley Micro 850 PLC that is believed to be connected to status outputs that are communicated via the District's radio system. Both PLCs are physically mounted in a dedicated section of the MCC. Replacement of the MCC provides an opportunity to upgrade the existing controls hardware. GHD will develop the performance specifications that the contractor will be required to meet to provide temporary controls to operate the pump station while the MCC controls section and new level control instrumentation is replaced and recommissioned. To replace the existing bubbler system, GHD will design a new ultrasonic transmitter system for wet well level control that is placed above the wet well to eliminate the issue of debris getting wrapped around equipment and cables.

System Integration

GHD previously assisted the District with a digital controls system upgrade project, and knowledge of that project will be leveraged to provide smooth integration of the new system with the District's existing communications infrastructure. GHD's Automation Group is familiar with PLC and communication equipment from the major automation manufacturers, and as an optional service, can provide programming and integration services to provide for a trouble-free start-up of contractor-furnished controls. The radio system is relatively new and is anticipated to remain within the new MCC, and GHD's team can assist with integrating and reinstating the radio system or developing specifications that the contractor will follow to perform the integration.

Pump Starters

The pumps are currently started with an auto transformer with a reduced voltage start. The installation of soft starts or variable frequency drives (VFDs) would allow for significantly less current draw during pump start. Due to minor cost differences between soft starts and VFDs, it is likely that GHD will recommend the installation of new VFDs, but we will work with the District to determine what will be best operationally. VFDs would allow for further optimization of pump operation over a wider range of flows, which would allow for pumps to be sized slightly larger than currently required to accommodate for future growth while still running efficiently with current conditions. The addition of soft starts or VFDs would also likely allow for the removal of the existing surge tank outside the building.

CONSTRUCTION COST ESTIMATING

The GHD team is experienced with construction cost estimating and will prepare an opinion of probable construction cost after the 30%, 60%, 90%, and final design levels to assist in determining whether the District has enough budget for construction, if the scope and design need to be modified, or if a grant increase request needs to be submitted to Cal OES / FEMA. We have good relationships with contractors throughout northern California and are up to date on cost trends. This is particularly important in the current state of volatile material and construction costs that have resulted from the COVID-19 pandemic. GHD has submitted several successful grant increase requests to Cal OES / FEMA for HMGP projects. This has included using the estimated costs to update the Benefit-Cost Analysis (BCA) to demonstrate to the funders that the project is still cost effective. GHD is very familiar with performing BCAs for HMGP projects and is adept at using the BCA software that FEMA requires for this purpose.

ENVIRONMENTAL AND PERMITTING

CEQA Requirements

The construction of the project will likely be confined to the footprint of the existing Fischer LS within the existing building, and the construction staging areas will be limited to the paved area within the fencing for the existing station. Given the nature of the construction and the extents of the disturbance, this project is categorically exempt from CEQA under California Code of Regulations (CCR) Section 15301.b (minor alterations to existing publicly owned facilities) and CCR Section 15302.c (reconstruction of existing structures and facilities). GHD will prepare a Notice of Exemption (NOE) using Humboldt County's current form. The District Board will then adopt the NOE at a regularly scheduled Board meeting, and the NOE will be filed with the County to satisfy CEQA requirements for the project.

HMGP Environmental and NEPA Requirements

However, due to HMGP funding requirements, it is likely that environmental special studies will be required to allow for FEMA to complete the National Environmental Protection Act (NEPA), even though the project is categorically exempt from CEQA. GHD will confirm the requirements with Cal OES / FEMA prior to expending effort on special studies, but given our experience on past HMGP projects with similar levels of disturbance, it is anticipated that the following studies will be required: biological (wetlands, botanical, and other sensitive species), cultural resources, and potentially a hazardous materials survey. GHD does not believe that a Phase 1 investigation will be required for this project, but we will confirm this with the funders in the initial project stage. These studies will be performed and submitted to FEMA / Cal OES to allow FEMA to complete the NEPA analysis. It is anticipated that the NEPA analysis will result in a Finding of No Significant Impact.

Permits

The District is not required to obtain building permits from Humboldt County for water or wastewater facilities due to CCR Section 53091.d, so no County permits will be required for this project. The lack of ground disturbance will also eliminate the need for a NPDES permit. It is not anticipated that any other permits will be required for this project.

BID ASSISTANCE AND CONSTRUCTION MANAGEMENT

Bid Assistance

GHD will provide bid period assistance and will organize and lead a pre-bid meeting with the District and contractors interested in bidding on the project. We will prepare pre-bid summary meeting notes and issue them as a Bid Addendum. GHD will also assist the District in answering bidder questions and prepare addenda to clarify, correct, or change the bidding documents as necessary during the bid phase. GHD will then evaluate the bids that are submitted, prepare a bid tabulation, review bidder certifications and responsiveness, and make a recommendation to the District Board for awarding the construction contract for the project.

Construction Inspection

During construction, GHD's experienced staff will perform construction management services, which will include construction inspection. GHD understands the critical nature of this construction and the importance of written and photo documentation of construction. GHD will have a local construction inspector, Malia Duin, which will minimize travel time and eliminate per diem costs, thereby making construction inspection cost-effective for the District. Malia performed design and construction inspection for the District's Hiller Lift Station Project and the District's Central Avenue Water & Sewer Main Rehabilitation Project. She has also performed design and construction inspection for other projects with lift station components, including the Willow Creek Wastewater Project. Since much of the construction for the Fischer LS project will be above ground, it is not anticipated that full-time inspection will be required. She will be onsite from approximately quarter-time to full-time,

depending on the nature of the construction occurring at any given time, to verify that the project is constructed pursuant to the project plans and specifications. Malia will be supported with oversight from the Project Manager, Nathan Stevens, and the Construction Management Technical Advisor, Patrick Sullivan. Nathan and Patrick are also local and can be available onsite with very short notice when required.

Other Construction Management Tasks

In addition to construction inspection, GHD will review contractor submittals, respond to requests for information (RFIs), review payment applications, review contractor claims, process change orders (if required), facilitate and document project meetings, and perform other related construction management duties. GHD's team will actively communicate with the contractor and the District to anticipate and identify potential issues in advance so correction plans can be developed and the project can remain on schedule.

GRANT REQUIREMENTS

GHD will continue our long-term relationships with staff at Cal OES and FEMA to coordinate the administration of the HMGP grant as required to help the District achieve seamless execution of the grant. GHD has reviewed the grant application documents that were provided with the RFQ and is very familiar with the original scope of work stated in the application. Furthermore, GHD has detailed working knowledge of HMGP grant processes and requirements. We will prepare our work in conformance with those requirements and will work with the District to help meet all grant requirements upon completion.

If desired by the District, GHD will complete the quarterly progress reports required under the HMGP and submit them to the District for review and submittal. These reports will include project milestones and an update on progress toward each of these milestones. GHD will also prepare a final project report to meet grant requirements, which will include as-built drawings, photographic documentation of the work progress, and documentation of final construction contracting and change orders. This report will be submitted to Cal OES as a part of the grant closeout package. As noted in other locations in this SOQ, GHD will identify whether a grant extension or a grant budget increase is required well in advance, and if necessary, will prepare grant extension request(s) and grant budget increase request(s).

SCHEDULE

Flows in the District's sewer system are affected by inflow and infiltration during the winter months. Furthermore, the Fischer LS often handles additional flows in the wintertime when the Hiller LS is over capacity. While it could potentially be possible for construction of this project to occur in the winter, the higher flows in the system would increase the risks associated with construction. It is GHD's understanding that the schedule provided in the RFQ is an estimate and is dependent on Cal OES / FEMA review of Phase One deliverables and subsequent release of Phase Two funding. GHD will work with the District and the grant agencies to confirm that the project schedule is executed as necessary to allow for bidding and construction within the necessary timeframe so that construction can occur during the summer when flows at the Fischer LS are at their lowest.

In terms of overall timeframe for completion of the project, it appears that GHD can deliver the project based on the project schedule as presented in the RFQ. It is not anticipated at this time that a grant schedule extension will be required, but if necessary due to grant agency review timeline and construction timeframe constraints, GHD has significant experience in submitting successful requests for grant extensions under the HMGP. Additionally, GHD will expedite our design process to the extent feasible while still providing quality deliverables to meet the necessary timelines to allow for bidding and construction within the necessary timeframe.

4. EXPERIENCE AND QUALIFICATIONS OF FIRM

4a. Firm Qualifications

ABOUT GHD

Established in 1928, GHD employs more than 10,000 people across five continents and serves clients in the global markets of water, energy and resources, environment, property and buildings, and transportation. GHD has been in Eureka (formerly Winzler & Kelly) for over 60 years and has provided water/wastewater, electrical, and structural services to California's municipalities and special districts since the beginning. GHD has worked with the District for approximately 50 years, since John Winzler and Bob Kelly performed the initial design and oversaw construction of the wastewater collection and treatment system, as well as the water distribution system. GHD is a recognized leader in planning, design, and construction management of wastewater and structural systems, including the electrical, controls, and Supervisory Control and Data Acquisition (SCADA) systems that support wastewater infrastructure operation. Our GHD professionals have earned a reputation for innovative, practical design, attention to detail, accountability, and responsiveness. We take pride in the relationships that we develop with our clients. We view our clients as partners in the communities in which we live, and we work hard to provide personalized service for our clients, working together to improve the lives of the people in our communities.

GRANT-FUNDED PROJECT EXPERIENCE

GHD has a long history of successfully obtaining grant funds for our clients on the North Coast. We are adept at identifying and acquiring funding for municipal and private projects and subsequently delivering those projects. We have successfully obtained and implemented Hazard Mitigation Grants for numerous clients, thereby helping them to save tens of millions of dollars on important infrastructure projects. This in turn **benefits the rate payers and helps preserve our clients' infrastructure systems** that they strive to maintain. We have the in-house capacity to create competitive grant packages and the skills and experience necessary to design, engineer, and develop projects in accordance with grant requirements. GHD has been involved with the vast majority of Hazard Mitigation Grants obtained in Humboldt County in the past **fifteen years**, including several projects for the District as noted below. As demonstrated by our past experience with the District, we are confident we can assist the District in leveraging these funds and ensuring that they are administered according to State and Federal requirements so future funding opportunities are not jeopardized.

GHD has assisted the District with many grant-funded projects, including the following recent projects:

- 4.5 MG Water Tank Project – GHD prepared the successful \$5.4M HMG application and assisted with grant agency requests for information (RFIs) into 2019.
- Highway Sewer Crossings Project – GHD prepared the successful \$2.5M HMG application and performed Phase One services, including completion of 30% design in 2020. GHD was precluded from performing Phase Two services due to a new interpretation of the Code of Federal Regulations by FEMA.
- Emergency Generator Replacement Project (Fischer and Letz Lift Stations) – GHD prepared the successful \$375k HMG application and performed design and construction management services into 2019. We also performed HMG management services, including quarterly reports and preparation of a successful funding increase request.
- Wastewater System Energy Efficiency and Renewable Energy Project – GHD prepared the successful \$5M application for this project (half grant, half loan) from the California State Water

90+ years in operation
135+ countries served
200+ offices worldwide
1.5^B USD revenue 2020
5 global markets
10^K people
50+ service lines

↳ Providing engineering, environmental, advisory, architecture, digital and construction services

Resources Control Board, which contained two sub-projects (Hiller Lift Station Upgrades and WWMF Microgrid) and a material purchase of movable flow meters to assist the District in gathering infiltration and inflow data. GHD also performed the design and construction management of the Hiller LS project and performed construction management services for the design-build WWMF Microgrid project.

GHD not only has the preeminent experience in the region in obtaining grant funding, but we are also fully versed in the procurement requirements for the HMG program and other state and federal grant programs. Our construction documents that have already been completed for other District HMG projects fully detail the federal and state requirements that the construction contractor will have to comply with, including state and federal labor compliance requirements, so there are no non-compliance issues for the contractor or the District. GHD also routinely completes the quarterly progress reports required by Cal OES for Hazard Mitigation grants and can perform those services for this project so that the District is reimbursed by the funders in a timely manner. Finally, GHD is very familiar with the HMG close-out documentation requirements, as we have assisted clients through this process several times.



PROJECT EXPERIENCE

Hiller Lift Station Upgrades Project | McKinleyville Community Services District, CA | Aug 2019 - Mar 2021 | Construction Cost: \$481,500



The McKinleyville Community Services District desired to upgrade the existing Hiller wet well/dry well lift station to be equipped with two energy efficient submersible pumps. The Hiller Lift Station Upgrades project included modifications to the existing wet well to accommodate two submersible Flygt pumps on rails. The modifications also included removing the equipment from the existing dry well, backfilling the dry well, installing valve vaults, connecting the new discharge of the new pumps to the existing piping system, and electrical and controls upgrades to accommodate the new pumps. The existing electrical, controls, and SCADA were reused to the extent practicable, and upgrades were made only to the extent necessary to accommodate the new 7.5 hp pumps design.

Selecting the most appropriate design for the new energy-efficient submersible pumps at the lift station was the most critical piece of the project. GHD developed a system curve based on current and projected wastewater flows, the District’s existing sewer model, and verified pump operations through pump drawdown tests. GHD performed an analysis of hydraulic options for new pumps for the Hiller Lift Station based on several pump combination options and flow scenarios. GHD worked closely with the District staff and the selected contractor to develop a plan to minimize disruption to system operations, a switch-over implementation plan, testing and commissioning plan, and conforming to State Water Resources Control Board grant requirements. GHD also assisted with construction management of the lift station upgrades including support during bid period services, performed submittal and RFI reviews, performed on-site support, and prepared record drawings at the completion of the Hiller Lift Station Upgrades project.

While the Hiller LS is smaller and has some differences from the Fischer LS, it had the same concept of influent coming into a wet well with pumps in a separate dry well. Through the Hiller LS project, Nathan Stevens and Malia Duin gained very applicable experience in thinking creatively to devise a solution for installing smaller pumps than what was existing that operate more efficiently and require less maintenance. The concepts applied to the Hiller LS design can be applied to the Fischer LS design to result in similar outcomes for the District. Additionally, the team’s experience on the Hiller LS project gave the team critical knowledge of the hydraulic interaction between the Fischer and Hiller lift stations, which is vital to understand for the design of the Fischer LS.

Wastewater Collection and Treatment System Project | Willow Creek Community Services District, CA | Apr 2011 - Ongoing | Construction Cost: \$8.8M



The community of Willow Creek is currently unsewered, and all the residences and businesses rely solely on individual septic systems to provide for their wastewater treatment needs. Many of these septic systems are decades old, and some are beginning to fail, impacting ground and surface water in the area and negatively affecting public health and the environment. This is of particular concern in the downtown Willow Creek area, where there

is insufficient room to construct new or reserve leach fields to replace existing failing leach fields. GHD assisted the District with securing a planning grant and a subsequent construction grant through the Clean Water State Revolving Fund (CWSRF), as well as a US Department of Agriculture Rural Utility Services grant, to design and construct a new wastewater collection, treatment, and disposal system.

GHD developed a SewerCAD model for hydraulic analysis and prepared a preliminary engineering report that analyzed various alternatives for wastewater collection, treatment, disposal, and solids handling. GHD then prepared the final design for the recommended project, which includes a new collection system (8,100 LF of 6- to 8-inch gravity main and 1,300 LF of 2- to 3-inch force main) for the downtown area and a wastewater treatment plant (WWTP, 38,000 gpd) with a community septic tank and recirculating filter treatment system, and a community leach field for disposal. The collection system design includes two lift stations, and the WWTP design includes recirculation pumps and a lift station for discharging treated effluent to the leach field. The WWTP also includes a CMU block operation building that GHD designed to current code. GHD is currently managing construction for the project, which is expected to be complete at the end of 2024.

Reference

Patrick Kaspari
General Manager
707 839 3251
pkaspari@mckinleyvillecsd.com

Project elements

Project Planning/Preliminary Engineering; Lift Station Design; Controls Design; Pre-Bid/Bidding Assistance; Construction Management; Post-Construction Services; Grant Management

Key Staff

Nathan Stevens
Malia Duin

Reference

Susan O’Gorman
General Manager
530 629 2136
susan@willowcreekcsd.com

Project elements

Project Planning; Preliminary Engineering Report; Lift Station Design; CMU Building Design; PS&E Preparation; Pre-Bid/Bidding Assistance; Construction Management; Grant Management

Key Staff

Nathan Stevens
Malia Duin
Steven McHaney

Waterfront Lift Station Reconstruction | City of Eureka, CA | Sep 2017 - Feb 2019 | Construction Cost: \$302,000



The City of Eureka desired to modify the existing Waterfront Drive wet well / dry well lift station to be equipped with two submersible pumps similar to other lift stations around the City upgraded based on GHD designs. The Waterfront Lift Station Reconstruction project included modifications to the existing wet well to accommodate two submersible pumps on rails using Flygt pumps similar to the other upgraded stations. The modifications also included removing

the equipment from the existing dry well and cutting off the top portion, backfilling the dry well, installing valve vaults and other related piping, and electrical upgrades to accommodate the new pumps. The existing electrical, controls, and SCADA were reused to the extent practicable, and upgrades were made only to the extent necessary to accommodate the horsepower rating of the new pumps.

The choice of pumps for the lift station upgrades was at the foundation of the design. GHD developed a system curve based on existing drawings and verified pump operations through flow and pressure tests. We evaluated existing limited flow data and consulted with City staff regarding operations. GHD performed an analysis of hydraulic options for new pumps for the Waterfront Lift Station based on several pump combination options and flow scenarios and specified 30 hp pumps.

One particular challenge was maintaining existing flows while completing the construction work. GHD developed several sequencing options to provide the contractor flexibility in their means and methods, which may have helped decrease bid costs. GHD developed the design and provided support to the City during the subsequent bidding and construction phases.

Evaluation, Design, and Construction Management of Retrofit of Three Pump Stations | City of Eureka, CA | Sep 2019 - Ongoing | Const. Cost: \$2M (estimated)



The Hill Street, Washington Street, and McCullens Street pump stations all have constant-speed dry pit pumps. During peak wet weather flows, the three pump stations could be operating at full capacity, causing significant hydraulic peaks at the Elk River WWTP. These constant-speed pumps are more than 35 years old and near the end of their useful lives. GHD evaluated the pump station upgrades required to replace these constant-speed pumps with variable

speed pumps controlled through the City's SCADA system. The system curves were complex because the three pump stations discharge into a regional force main with a variety of pipe types, sizes, and configurations, and a multitude of pump operating combinations. GHD's scope included developing system curves based on the existing drawings of the force main system as well as working with City staff to collect flow and pressure data from the existing pumps to verify system operating points. This allowed for final pump selection based on known operating conditions. GHD's scope also included evaluating pump style options including submersible and dry pit types. The results were summarized in a memo including recommendations and implementation strategy.

The City subsequently selected the pumps for their preferred operational conditions based on GHD's recommendations and contracted with GHD to design the retrofits for the three pump stations. GHD designed the retrofits for city-selected and pre-purchased horizontally mounted dry pit pumps on service carts with variable frequency drives. The retrofit designs included piping and valve retrofits and associated electrical modifications to integrate the new pumps into the existing motor control centers. GHD also assisted with construction management of the Washington Street Pump Station retrofit. This project is ongoing and the construction for the Hill Street Pump Station and McCullens Street Pump Station retrofits are expected to be complete by the end of 2024. Design pump sizes for the three lift stations range from 12 hp to 110 hp.

As shown in the drawings attached to the RFQ, the Fischer LS was designed as a part of the same project as the City of Eureka's Hill Street, Washington Street, and McCullens Street lift stations (Eureka lift stations). While these lift stations are not identical to the Fischer LS, they are very similar and share many similar design characteristics. Luke Halonen and Steve McHaney led the design effort for the Eureka lift stations and have thoroughly evaluated and documented various design alternatives for upgrades to these lift stations. They also have detailed notes of lessons learned from construction of the Washington Street lift station project that will be applied to the other lift stations. The analyses performed and lessons learned from the Eureka lift station projects can be directly applied to the Fischer LS project. GHD's team is in a position to perform the design more effectively and efficiently than any other team, as the foundational design issues for the system have already been analyzed by our team.

Reference

Gabe Adame
Project Manager
707 268 5257
gadame@eurekaca.gov

Project elements

Project Planning/Preliminary Engineering; Lift Station Design Controls Design; PS&E Preparation; Pre-Bid/Bidding Assistance; Construction Management; Post-Construction Services

Key Staff

Steve McHaney
Luke Halonen

Reference

Gabe Adame
Project Manager
707 268 5257
gadame@eurekaca.gov

Project elements

Project Planning/Preliminary Engineering; Lift Station Design; Controls Design; PS&E Preparation; Pre-Bid/Bidding Assistance; Construction Management; Post-Construction Services

Key Staff

Steve McHaney
Luke Halonen

Emergency Generator Replacement | McKinleyville, Community Services District, CA | Jan 2018 - Jun 2019 | Construction Cost: \$110,997



McKinleyville Community Services District (MCSD) enlisted GHD to mitigate for the loss of power that occurs during severe weather events, earthquakes, and other events that cause power outages at the Fischer Road and Letz Avenue lift stations. The previously existing generators were undersized and beyond their useful lives. MCSD needed to upsize the generators due to storm events that added flow into the sewer system through inflow and infiltration. If

a power failure happened during a large storm event, the generators MCSD had would have struggled to power the (2) 100-hp and (2) 30-hp pumps at the Fischer lift station and the 50-hp, 20-hp, and 15-hp pumps at the Letz lift station.

The scope of work involved the installation of a 60Hz-150kW generator at the Letz Sewer Lift Station and removal of the existing 60Hz-100kW generator installed in 1977, and the installation of a 60Hz-200kW generator at the Fischer Road Lift Station and removal of the existing 60Hz-175kW generator installed in 1978. The project included two (2) new fuel tanks and replacement automatic transfer switches as well.

GHD's design included structural bracing of the pump station walls to accommodate new and larger openings, allowing airflow from the skid-mounted radiators to be ducted to the outside. Both new generator sets were specified with custom subbase fuel tanks to maximize storage while fitting the floor area and height constraints of the buildings. A custom transfer switch with dual feeder breakers was designed for the Fischer Pump station to be able to feed the two halves of the motor control center from one (1) transfer switch.

While performing the design for this project, Rick Guggiana gained a lot of familiarity and background knowledge with the electrical system at the Fischer Lift Station.

Reference

Patrick Kaspari
General Manager
707 839 3251
pkaspari@mckinleyvillecsd.com

Project elements

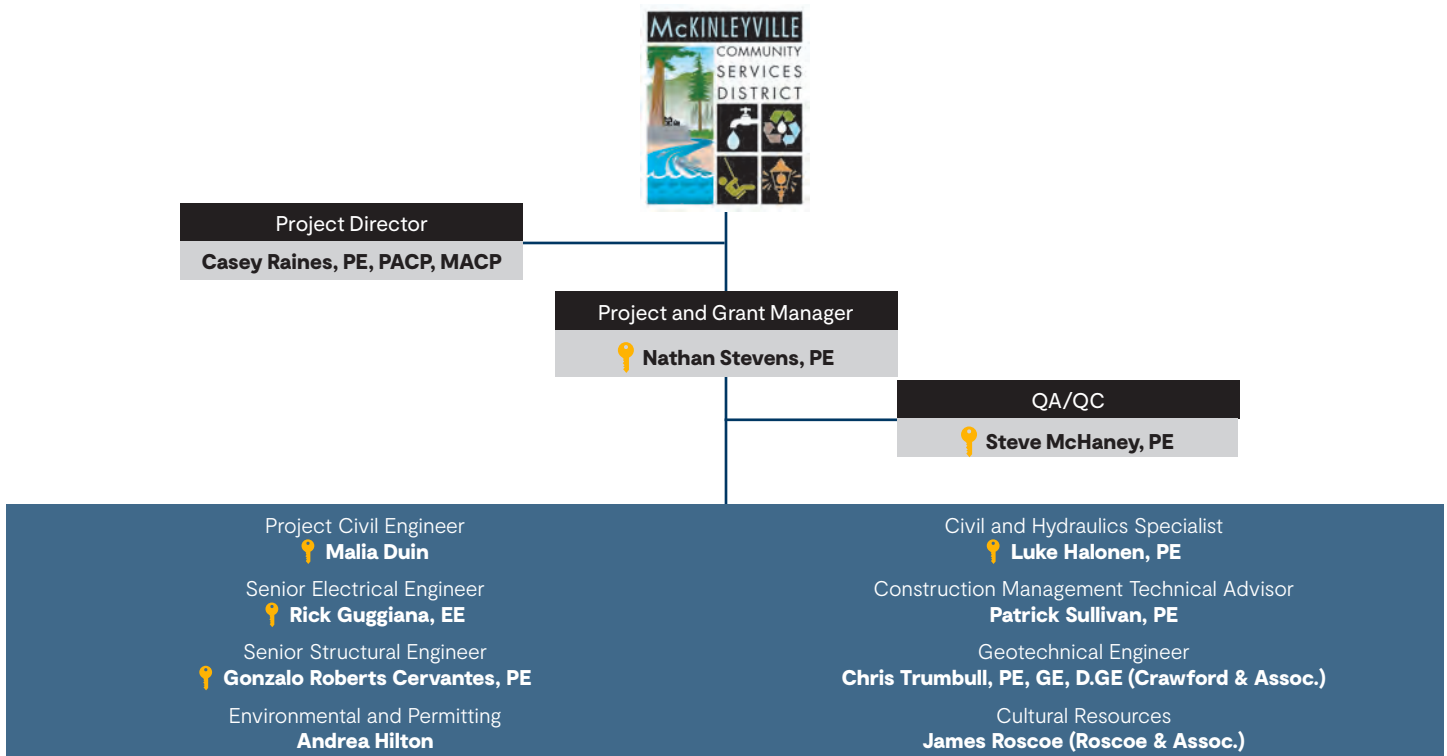
Project Planning/Preliminary Engineering; Structural Modifications to CMU Building; Electrical Design; PS&E Preparation; Pre-Bid/Bidding Assistance; Construction Management; Grant Management

Key Staff

Rick Guggiana

4b. Organizational Chart

We are proposing a strong team that has a history of consistently working together to evaluate, plan, and design wastewater projects in Northern California and has significant experience with the administration and management of HMG funding. Our team has a long history of partnering with the District. Winzler & Kelly were the original design engineers for the District's water and wastewater systems when they were constructed in the early 1970s, and the current project team members' experience with the District's systems dates to the 1990s. The project team members are uniquely familiar with the District's wastewater system and lift stations. Furthermore, the project team is uniquely familiar with the City of Eureka lift stations that are very similar in design to the Fischer LS.



📌 - indicates key staff, resumes are provided for all staff in Appendix A

4c. Key Personnel Biographies



NATHAN STEVENS, PE | PROJECT AND GRANT MANAGER

Nathan is a Registered Civil Engineer with 11 years of experience in the State of California. He will serve as the Project Manager and will be the main point-of-contact for the District. He will be responsible for schedule and budget control, overall project management, and coordinating preparation of deliverables. Nathan will also lead the efforts for hydraulic and civil design (including development of plans, specifications, and opinion of probable construction costs), construction management, and grant management. He will be supported by our team of technical specialists who are leaders in providing civil, structural, and electrical engineering services, most of whom have previously worked on projects for the District.

His experience is focused on water and wastewater infrastructure, including the following: grant management; preparation of technical reports and memoranda; hydraulic modeling and analysis; civil site, utility, and lift station design; preparation of construction drawings, specifications, cost estimates, and bid documents; and construction management. Nathan is adept at managing HMG projects, as illustrated by the many HMG projects that he has either managed or played an active role in for the Humboldt Bay Municipal Water District, including the 12 kV Switchgear Relocation Project and Reservoirs Seismic Retrofit Project.

Project Examples

- McKinleyville CSD Water and Sewer Master Plans – provided design and modeling input, including running the wastewater model and checking hydraulics on the wastewater collection system. Analyzed the District's system to prioritize infrastructure replacements over a 50-year time horizon.
- McKinleyville CSD Hiller Lift Station Upgrades Project – performed project management duties, oversaw the hydraulic analysis and civil design, led the construction management effort.
- McKinleyville CSD Central Avenue Water & Sewer Rehabilitation Project – performed project management duties, oversaw the civil design of a new water main and cured-in-place pipe rehabilitation of a sewer main, led the construction management effort.
- Willow Creek CSD Wastewater Project – performed project management duties and grant management duties, oversaw the hydraulic analysis and civil design of gravity conveyance piping and lift stations, currently leading the construction management effort.



STEVE MCHANAY, PE | QUALITY ASSURANCE AND QUALITY CONTROL

Steve is a Registered Civil Engineer in the State of California. He has extensive experience with all aspects of civil engineering, including water and wastewater facilities design and operation, electrical and SCADA support systems, wood and steel structures, streets and highways, and utility development. Steve also has extensive experience in economic and feasibility study efforts and follow-up engineering design and construction.

Steve will provide senior review and quality control and will be available to provide design and operational guidance. Steve has worked closely with the District as a Senior Engineer and Consultant on several wastewater projects, including piping, pump station, and treatment upgrades. He will leverage his experience to provide design input early on in the project to identify and avoid potential pitfalls as well as provide recommendations for District staff to consider. Steve will also perform Quality Control review of all design submittals before they are provided to the District.

Project Examples

- City of Eureka Waterfront Lift Station – provided QA/QC services and served as senior level technical advisor.
- City of Eureka Washington Street, Hill Street, and McCullens Street Pump Station Upgrades – provided QA/QC services and served as senior level technical advisor.
- Willow Creek CSD Wastewater Project – provided QA/QC services and served as senior level technical advisor.



RICK GUGGIANA, PE, LEED AP | SENIOR ELECTRICAL ENGINEER

Rick will serve as the Senior Electrical Engineer for the project. He is a Registered Electrical Engineer with more than 30 years of experience in the electrical, controls, and instrumentation fields, for Federal, military, municipal, and private industrial clients. He has extensive experience with water treatment, storage and pumping systems, wastewater collection and treatment systems, pumping controls, SCADA systems, low- and medium-voltage power generation, microgrids, and waterfront electrical distribution. He has designed multiple pump stations for water and wastewater projects.

Project Examples

- McKinleyville CSD Fischer and Letz Sewer Lift Stations Emergency Generator Upgrade Project - Managed the structural, mechanical and electrical design, led the positioning and specifying of the generators.
- McKinleyville CSD Microgrid – Wrote sections of design-build RFP for solar array and microgrid at the Wastewater Treatment Plant, reviewed contractor design submittals, and provided construction support.
- Humboldt Bay Municipal Water District – Led the design of a medium-voltage switchgear replacement and relocation project.
- Rio Dell Water System Improvement Project – Designed electrical improvements for potable water tank.



GONZALO ROBERTS CERVANTES, PE | SENIOR STRUCTURAL ENGINEER

Gonzalo is a California-licensed professional engineer with over 14 years of experience in both the design of new structures and seismic retrofit and/or evaluation of existing buildings in a wide variety of sectors, including healthcare, lift stations, research labs, central utility plans, higher education, and commercial projects. He is also involved in mandatory seismic ordinance and voluntary seismic retrofit projects, including non-ductile concrete buildings, unreinforced masonry, pre-Northridge steel moment frame buildings, and soft story projects. Gonzalo excels in fast-track and complex projects with creative approaches that draw upon state-of-the-art structural engineering techniques and collaborative engagement of the entire project team.

Project Examples

- City of Oceanside, El Corazon Lift Station, Managed the design of the lift station underground concrete structures and CMU building. Design-Build project.
- City of Vallejo, Cordelia Complex Mobile backup generator - Managed the design and coordination of a new CMU building to enclose new backup generators.
- Tonalea Day School Replacement, Arizona - Managed the structural design of the new school, including a 35 feet tall new CMU gymnasium.



MALIA DUIN | PROJECT CIVIL ENGINEER

Malia will serve as the Project Civil Engineer for the project. She has her Bachelor and Master of Science Degrees in Environmental Resources Engineering from Humboldt State University. With oversight and guidance provided by the project team, she will be responsible for preparing civil engineering design plans, specifications, and an opinion of probable construction cost for this project. Malia will also perform construction inspection services. Her experience focuses on water and wastewater infrastructure, specifically in civil site and utility design, sewer and water conveyance, lift station assessment and design, and hydraulic modeling and analysis.

Project Examples

- McKinleyville CSD Water and Sewer Master Plan – developed and assisted with implementation of a soil and pipe sampling plan for Phase III of the District's Water and Sewer Master Plans.
- McKinleyville CSD Hiller Lift Station Upgrades Project – led the hydraulic analysis and civil design, led the construction inspection effort.
- McKinleyville CSD Central Avenue Water & Sewer Rehabilitation Project – led the civil design of a new water main and cured-in-place pipe rehabilitation of a sewer main, led the construction inspection effort.
- Willow Creek CSD Wastewater Project – led the civil design of gravity conveyance piping and lift stations, currently performing construction inspection services.



LUKE HALONEN, PE | CIVIL ENGINEER

Luke is a Registered Professional Engineer with over nine years of experience in wastewater and water projects. He specializes in hydraulic design of utility infrastructure, including conveyance and pumping systems, and design of related site improvements. His experience includes design of water, stormwater, and sanitary sewer conveyance systems, including booster pump stations, Class I trails in rural and urban settings, and pedestrian facilities. Luke brings experience in design, as well as in construction observation and management of utilities, roads, trails, and pedestrian facilities. He is fluent in modeling software for hydraulic analyses and plan development, such as Bentley software, SWMM, and AutoCAD Civil 3D.

Luke will serve as the civil and hydraulics specialist for the project. Not only does Luke have expertise in the design of sewer lift stations, but he has direct experience with the three Eureka lift stations that were part of the same design package as, and in many ways identical to, the Fischer LS. He will leverage his knowledge of the upgrades of the Eureka lift stations to serve as a valuable resource throughout the Fischer LS project. At the beginning of the project, he will inform the team of the alternatives that were analyzed and conclusions that were come to for the Eureka lift stations. He will also impart wisdom from lessons learned so that potential issues can be avoided in the design of the Fischer LS upgrades. He will be involved throughout the project as a technical design resource

Project Examples

- City of Eureka, Waterfront Lift Station Reconstruction Design and Construction Support Services, Served as Project Engineer for the design of a reconstructed sewer lift station for the City of Eureka.
- City of Eureka, Washington Street, Hill Street, and McCullens Street Pump Station Pump Upgrades, serving as Project Manager for the ongoing multiphase project to upgrade the City's three wastewater pump stations on their Cross-Town Interceptor.
- Bethel Church, Collyer Campus Lift Station, Serving as lead Civil Engineer for the design of a new sewer collection system for Bethel Church's new campus. Prepared hydraulic evaluation of sewer collection system.



CRAWFORD & ASSOCIATES | GEOTECHNICAL SERVICES

Crawford & Associates, Inc. (Crawford) was established in 2012 and is a registered Small Business Geotechnical Engineering firm (Certification ID: 1744908) that specializes in large-scale public works projects. Crawford has provided geotechnical engineering services on hundreds of Water and Wastewater projects, including sanitary sewer lift stations, water well pump stations, reservoirs, tanks, pipelines, water mains, roadways, storm drain, recycled water, drainage basins, buildings, and water/wastewater treatment facilities. Our staff has experience working with various state and federal agencies including USACE, DF&G, RWQCB, DSOD, NMFS, NOAA Fisheries, and US Fish & Wildlife Services. Crawford provides services in Geotechnical Engineering, Construction Management, Inspection, Materials Testing, Hazardous Materials Assessments, and Expert Witness. The firm maintains offices in California and Washington with locations in Sacramento, Eureka, Ukiah, Santa Rosa, Modesto, Pleasanton, Rocklin, and Seattle to meet the demands of our clients.

5. PROPOSED PROJECT MANAGER REFERENCES

Susan O’Gorman

General Manager, Willow Creek Community Services District
Phone: (530) 629-2136
Email: susan@willowcreekcsd.com

Netra Khatri

City Engineer, City of Arcata
Phone: (707) 825-2173
Email: nkhatr@cityofarcata.org

John Friedenbach

General Manager, Humboldt Bay Municipal Water District
Phone: (707) 443-5018
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Dale Davidsen

Superintendent, Humboldt Bay Municipal Water District
Phone: (707) 822-2918
Email: supt@hbmwd.com



Appendix A

Resumes



Nathan Stevens PE

Project and Grant Manager



Location

Eureka, CA

Experience

11 years

Qualifications/Accreditations

- BS, Environmental Resources Engineering, Humboldt State University, Arcata, CA, 2013
- Civil Engineer, CA #85701
- Caltrans Local Assistance Resident Engineers Academy, January 2016

Key technical skills

- Water/Wastewater Infrastructure
- Hydraulic Modeling and Analysis
- Civil Site and Utility Design

Memberships

- American Society of Civil Engineers, North Coast Branch, Past President

Relevant experience summary

Nathan Stevens is a California-licensed civil engineer with eleven years of experience in water and wastewater infrastructure, specifically focusing on obtaining grant funding for municipalities, hydraulic modeling and analysis, civil site and utility design, and preparation of construction drawings, specifications, cost estimates, bid documents, technical reports, and memoranda. Nathan has provided municipal clients throughout Humboldt County with construction management services, encompassing construction inspection, documentation, and administration. He has also prepared numerous grant applications for utility improvement projects through a variety of state and federal agencies, the majority of which have been funded.

Central Ave Water & Sewer Main Rehabilitation

Project Manager
McKinleyville Community Services District |
McKinleyville, CA

A priority project in the District's Capital Improvement Program (CIP) is replacing/rehabilitating approximately 2,700 linear feet of 6- and 8-inch Asbestos Cement (AC) sewer main and approximately 2,200 linear feet of 16-inch AC water main. Oversaw an alternatives analysis and preliminary design report for the project, as well as final design plans and specifications for Cured-in-Place Pipe (CIPP) lining of the sewer mains and installation of a new water main via open-cut trenching. Also managed construction for the project.

Hiller Lift Station Upgrades Project

Project Manager
McKinleyville Community Services District |
McKinleyville, CA

Performed design and construction management services for the upgrade of an existing lift station for the District. The previously existing dry well and associated

pumps were replaced with more energy-efficient submersible pumps in the existing wet well. Improvements included installing the new pumps, associated electrical upgrades, Supervisory Control and Data Acquisition (SCADA) integration, and connecting the discharge of the new pumps to the existing piping system.

Willow Creek Wastewater Development Project

Project Manager
Willow Creek Community Services District | Willow
Creek, CA

The community of Willow Creek is currently unsewered, and all the residences and businesses rely solely on individual septic systems to provide for their wastewater treatment needs. Prepared a SewerCAD model for hydraulic analysis and prepared a preliminary engineering report that analyzed various alternatives for wastewater collection, treatment, disposal, and solids handling. Also prepared new CWSRF and US Department of Agriculture (USDA) Rural Utility Services grant applications to secure funding for the District for final design and construction of the recommended

project, which includes a new collection system for the downtown area, constructing a community septic tank and recirculating gravel filter treatment system, and a community leach field for disposal. Oversaw final design for the project after obtaining \$7 million in grant funds for the District for final design and construction. Currently managing construction for the project.

Plunkett Road Waterline Retrofit Project

Project Manager
City of Arcata | Arcata, CA

Prepared a successful Hazard Mitigation Grant application to fund California Environmental Quality Act (CEQA) documentation, permitting, design, and construction. The project includes replacing an existing 8-inch AC waterline with a new pipe and booster station upgrades. Oversaw an alternatives analysis and 30% design of the retrofit of the existing pipeline with a new, robust, High-Density Polyethylene (HDPE) pipeline. The alternatives analysis included lining, pipe bursting, Horizontal Directional Drilling (HDD), and direct replacement via standard open-cut trenching.

12 kV Switchgear Relocation Project

Project Manager
HBMWWD | Arcata, CA

The District has a 12-kV switchgear that supplies electrical power to their entire Essex facility, including source water pumps that supply water to approximately 88,000 residents of Humboldt County. Prepared a grant application for the California Governor's Office of Emergency Services/Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program to replace the existing 12 kV switchgear with new switchgear. This application was successful in receiving grant funding for the project. Performed the civil design and oversaw construction management for the project.

Mad River Crossing Pipeline Replacement

Project Engineer
HBMWWD | Humboldt County, CA

HBMWWD's single transmission line that served residents and industrial properties of the Fieldbrook-Glendale Community Services District and the City of Blue Lake crossed the Mad River on an old railroad trestle that is in serious disrepair and prone to failure in a flood or earthquake event. The District was successful in obtaining a Hazard Mitigation Grant from FEMA to replace this Mad River pipeline crossing. Prepared a cost estimate and feasibility report that assessed two alternatives that were taken to the preliminary design level: 1) constructing a new aerial crossing with piers and towers which would support a new pipeline, and 2) HDD underneath the Mad River to install a new pipeline. The HDD alternative was selected, and performed the

design of the project with assistance from an HDD design subconsultant, prepared the plans and specifications, and provided construction management services for the project.

Water and Sanitary Sewer Main Line Master Plan - Phases 1 & 2

Project Engineer
McKinleyville Community Services District | McKinleyville, CA

MCSDD initiated a master planning process to assess the condition and capacity of their water and sanitary sewer main lines to develop a CIP that prioritizes projects and forms the basis for a financial plan. As a part of this master plan effort, reviewed previous reports, verified results from previous water/sewer models, and used this information as a basis for generating a master plan report that provided recommendations on priority, timing, and costs for capital improvements to MCSDD's water/sewer systems for the planning horizon. This information was used as the basis for developing a CIP with recommended projects for each fiscal year for the entire planning horizon, and it was also used to develop rate and funding recommendations to pay for the recommended capital improvements.

Samoa Peninsula Wastewater Project

Project Engineer
Peninsula CSD | Humboldt County, CA

The unincorporated communities of Fairhaven and Finntown on the Samoa Peninsula in Humboldt County are unsewered. Assisted in the development of a preliminary engineering report that analyzed population trends, regulatory requirements, need for the project, developed alternatives, and provided a recommended project that was the most appropriate solution with considerations given to economics, permitting, environmental benefits, and constructability. The proposed project included a pressure collection system for Fairhaven/Finntown, a Sequencing Batch Reactor (SBR) treatment system with ultraviolet (UV) disinfection at the existing Town of Samoa wastewater treatment plant site, and disposal using an existing ocean outfall pipe.

Certifications/Trainings

- Caltrans Resident Engineers Academy
- PPI Group AutoCAD Civil 3D Training



Casey Raines PE, PACP, MACP

Project Director



Location

Irvine, CA

Experience

17 years

Qualifications/Accreditations

- BS, Civil Engineering, California State Polytechnic University, Pomona, CA, 2007
- Civil Engineer, CA #76713
- Pipeline Assessment Certification Program #U-409-8519, National Association of Sewer Service Companies (NASSCO)
- Manhole Assessment Certification Program #U-409-8519, NASSCO

Key technical skills

- Drafting, Hydraulic System Modeling, Master Planning, and Design

Memberships

- North American Society for Trenchless Technology

Relevant experience summary

Casey Raines is a registered professional civil engineer with 17 years of experience in the design, planning, and rehabilitation of domestic water, recycled water, and wastewater pipelines. Her emphasis has been in drafting, hydraulic system modeling, master planning, and design of plans for pipelines, pump stations, wells, and reservoirs. Her expertise also includes condition assessment of pipelines and trenchless construction methods including auger boring, horizontal directional drilling, microtunneling, and various rehabilitation methods including Cured-in-Place Pipe (CIPP) and point repairs. She is proficient in her ability to lead teams in the development of construction documents and has managed award-winning projects recognized by American Society of Civil Engineers and American Public Works Association. Her experience in hydraulic system modeling has included regional and citywide water and sewer distribution master plans using both steady state and extended period simulations; fire flow assessments and sewer capacity studies for new developments; pump station and discharge piping improvement studies; and reservoir capacity analyses.

Jasmine Lift Station Discharge Piping PZ-551

Quality Manager
City of Culver City | Culver City, CA

Performed quality control reviews for the design of pump discharge piping modifications for the Jasmine Sewage Lift Station to improve reliability and redundancy. Design included additional valves for isolation and a permanent sewage bypass connection. Specific tasks included a field investigation to review existing conditions and discuss design preferences with City operations, development of alternative piping configurations, temporary sewer bypass design, and contract bid documents.

OMG Force Main, MALS Force Main, Land Outfall Replacement, and El Corazon Lift Station

Design Manager
City of Oceanside | Oceanside, CA

GHD partnered with a joint venture between Orion and TC Construction for a progressive design-build project consisting of a 7 MGD regional sewer lift station and 5.0 miles of 22-inch to 36-inch force mains. The project conveys additional wastewater supply to the City's San Luis Rey Water Reclamation Facility and Advanced Water Purification (PURE) Facility. The new El Corazon Sewer Lift Station design includes significant emergency storage, emergency backup power generator, chemical odor control scrubber, and used a California "Mission" style architecture for the structure similar to the nearby San Luis Rey Mission.

Villas Sewer Lift Station Rehabilitation

Project Manager
City of Carlsbad | Carlsbad, CA

Served as Project Manager for the upgrade and rehabilitation of the Villas Sewer Lift Station that was constructed in 1983 and serves a multi-family residential area. The upgrade included discharge piping, electrical, and site access improvements that consisted of replacements of deteriorated force main, a new flow meter and check valve vault, new electrical panel line-up and weather canopy with lighting, and new access gate. These upgrades resulted in operational and economic benefits while reducing environmental impacts.

McFadden Sewer Lift Station Replacement

Project Manager
City of Huntington Beach | Huntington Beach, CA

Served as Project Manager for the replacement of the McFadden Sewer Lift Station that was originally built in 1962 and had reached the end of its operational life. The existing lift station was replaced with a new duplex submersible lift station with separate valve vault with magnetic flow meter along with an on-site emergency generator. The existing force main replacement consisted of 120 linear feet of four-inch PVC with a 1,100 linear foot, eight-inch gravity section. The lift station was located in a portion of a community park with appropriate screening and a Concrete Masonry Unit (CMU) block wall enclosure for the generator.

Lift Station 5 Force Main Improvements

Project Manager
City of Colfax | Colfax, CA

Served as Project Manager for improvements of the Lift Station 5 force main. In 2019, the force main experienced an event that caused damage to the existing six-inch PVC force main that resulted in a lateral crack and subsequent spill and emergency repair. The condition of the force main was assessed along with evaluated the potential causes for the failure. Several improvement alternatives were developed to mitigate future failures and spills with the ultimate recommendation to add inspection vaults, combination air valves, and pressure gauges to increase the level of monitoring, cleaning, and inspection capabilities for the City.

Buena Creek Pump Station Electrical and Wet Well Repair

Project Engineer
City of Vista | Vista, CA

This project included facility improvements for site safety, operation, and maintenance for the existing 9-mgd Buena Creek Sewer Pump Station, including exterior lighting and receptacles, wet well lighting, wet

well atmospheric sensor and alarm, proximity card entry system, intrusion alarms, emergency overflow containment, wet well coating repairs, and a Pump Bypass and Risk Management Plan. Two options were investigated for directing emergency overflows to help prevent overflows. Ultimately, a surface swale and berm option was designed due to existing site constraints. For the wet well, V&A performed confined space entry to assess the condition of the PVC liner and provide recommendations.

Downtown Long Beach Area Sewer Focus Study

Project Manager
Long Beach Water Department | Long Beach, CA

The study focused on a sewer master plan report and CIP for the sewer system in the Downtown Long Beach area which has experienced rapid development, population growth, and aging infrastructure. The Downtown Area includes approximately 32 miles of sewer up to 36-inches in diameter. Elements of the project included: dry weather flow monitoring at 20 locations, updated and expanded sewer hydraulic model in InfoSWMM, visual assessment of the S-25 sewer lift station, evaluation of the system using updated calibrated flows, and software training for staff. Planning level cost estimates are developed for recommended projects and the findings are documented in the Sewer Focus Study.

Newport Coast Sewer Lift Station Rehabilitation

Project Engineer
Irvine Ranch Water District | Irvine, CA

Served as Project Engineer for the rehabilitation of the Newport Coast Sewer Lift Station consisting of a new CMU block electrical building, a new stairway to the dry well, CIPP lining of the existing 12-inch DIP sewer force main, rehabilitation of the wet well concrete and coating, and the redesign of the pump discharge piping to install flow and pressure monitoring devices. The design also included improvements to the ventilation in the dry well and various appurtenances including level and VOC sensors along with a cleaner in the wet well. A comprehensive bypass pumping plan was also developed to allow the contractor to rehabilitate the wet well and reconfigure the discharge piping within the dry well. Performance requirements for built-in redundancy and noise abatement were specified to mitigate risks and minimize impacts to the community. GHD's tasks for the rehabilitation included a condition assessment of the wet well and sewer force main, along with the preparation of bidding documents including plans, specifications, and a cost opinion.



Steve McHaney PE
QA/QC Manager



Location

Eureka, CA

Experience

35 years

Qualifications/Accreditations

- BS, Environmental Resources Engineering (Minor: Computer Information Systems), Humboldt State University, Arcata, CA, 1986
- Civil Engineer, CA #47590, WA, OR, HI, GU CNMI
- Safety Assessment Program Volunteer

Key technical skills

- Wastewater, Stormwater, and Potable Water System Evaluation and Design
- Constructed and Natural Wetlands and Stormwater Treatment Design
- Facility Condition Assessments
- Natural and Constructed Water System Modeling
- Rehabilitation of Wetlands Following Natural Disasters
- Americans with Disabilities Act (ADA) Compliance

Association Involvement

- American Society of Civil Engineers
- California Water Environmental Association
- National Water Supply Improvement Association
- Water Environment Federation
- International Association on Water Quality, Specialty Group on Wetlands
- American Water Resources Association
- WateReuse Association

Relevant experience summary

Steve McHaney has over 35 years of municipal engineering experience with an emphasis on utility systems. Steve’s experience emphasizes water and wastewater systems including system master planning and modeling, piping systems, tanks, treatment plants, pump stations, and control systems. Steve has served as City Engineer for both City of Trinidad and City of Rio Dell for many years and has provided ongoing engineering design services to many other local clients including Fortuna, Eureka, and Arcata, as well as the McKinleyville Community Services District and the Humboldt Bay Municipal Water District.

Sanitary District #5 of Marin County Wastewater Pump Station Evaluation and Upgrade

Project Manager

Sanitary District #5 of Marin County | Tiburon, CA

Served as lead designer for the evaluation of the existing wastewater pump stations and the design of priority upgrades. Included evaluation of historical flow data and maintenance records, as well as field inspection, record drawing evaluation and video inspections. Pump station upgrades and seismic retrofit analysis were conducted to determine the best approach for each pump station. The design work included pump selection, code compliance and seismic analysis, permitting review, cost estimating and construction sequencing.

City of Petaluma Wastewater Pump Station and Collection System Condition Assessment and Retrofit Evaluation and Design

Project Manager

City of Petaluma | Petaluma, CA

For the City of Petaluma, led the detailed condition assessment of a portion of the collection system with high Infiltration/Inflow (I/I) and a history of backups and overflows with an emphasis on three key pump stations. Completed flow monitoring and created a hydraulic model. Evaluated pump station condition, capacity, and seismic code compliance. The results of the study were used to design pump station and collection system upgrades including pump selection, electrical and control system improvements, and construction sequencing and permit compliance.

Beach Road Pump Station and Sewer Rehabilitation and Reconstruction

Project Engineer Department of Public Works Saipan | Saipan

The project involved the evaluation and replacement of the sewer line and upgrade of pump stations along Beach Road serving major portions of the island of Saipan. Provided technical engineering assistance for the capacity and seismic evaluation of the pump stations including field inspections, flow testing, and alternative evaluations. Provided technical support to design staff and quality control checking of deliverables. Also provided support during construction, startup, and testing.

Regional Pump Station Upgrades – Four Sites

Project Manager City of Eureka | Eureka, CA

Served as Project Manager for the evaluation and upgrade of three wastewater lift stations throughout the City's collection system. Projects included the golf course, Jacob's Avenue, 3rd & Y, and Waterfront Lift stations. Hydraulic models were developed for each lift station based on available flow data and watershed characteristics. Upgrades were developed including pump and control system replacement, structural upgrades, standby power, and site improvements. Also provided support during bidding and construction.

Wastewater Treatment and Disposal System Upgrades

Senior Technical Lead/Quality Control Review City of Arcata | Arcata, CA

Completed facilities planning, design, permit support, and construction support for the upgrade of the Arcata WWTP. GHD's work included pond and wetland upgrades, hydraulic conveyance and control improvements, and the evaluation and upgrade of three lift stations. Lift station improvements included hydraulic analysis and pump selection, electrical and control system upgrades, structural analysis and upgrades to meet current seismic codes, flow measurement improvements, and site improvements. GHD also provided support during construction.

Collection System Evaluation and Design

Senior Technical Lead/Quality Control Review Manila CSD | Manila, CA

Served as the technical lead for the evaluation of the Manila CSD wastewater collection system and terminal pump station. Completed a condition assessment of the existing pump station and determined that an upgrade to a submersible pump station would yield better performance with lower O&M requirements. Designed new pumps, electrical, and control systems along with piping and flow metering improvements.

Also designed necessary structural upgrades and site improvements.

Central Avenue Water & Sewer Main Rehabilitation Project

Senior Technical Lead/Quality Control Review McKinleyville Community Services District | McKinleyville, CA

A priority project in the District's Capital Improvement Program was the replacement and rehabilitation approximately 2,700 linear feet of 6- and 8-inch Asbestos Cement (AC) sewer main and approximately 2,200 linear feet of 16-inch Asbestos Cement (AC) water main. Provided technical guidance on development of the alternatives analysis and preliminary design report for the project as well as provided quality reviews during the development of final design plans and specifications as well as technical support during construction.

Eureka Pump Station Upgrades for Hill Street, Washington Street, and McCullens Avenue

Senior Technical Lead/Quality Control Review City of Eureka | Eureka, CA

The City of Eureka wished to evaluate and upgrade the three main pump stations in the collection system that operate in series on the force main system. Served as the technical lead for the initial hydraulic evaluation of the pump stations including hydraulic modeling that was calibrated based on measuring flow and pressure during various operating scenarios. Pumps were selected to replace the existing vertical shaft pumps and they were selected based on forecasted future flows and the City chose to repurchase them.

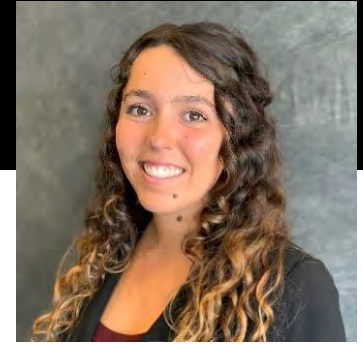
GHD then designed upgrades for the three stations as successive projects. Design included retrofitting existing vertical shaft driven dry pit pumps with single - body centrifugal pumps, modifications to existing suction and discharge piping, retrofitting new beam and electric hoist, integration of new equipment with existing SCADA equipment, and associated auxiliary pump station modifications.

Lessons learned from the construction of the first pump station were applied to the other two. Of particular note is the importance of the orientation of the horizontally mounted pumps that the manufacturer did not initially identify in their installation requirements.



Malia Duin

Project Civil Engineer



Location

Eureka, CA

Experience

4 years

Qualifications/Accreditations

- MS, Environmental Resources Engineering, Humboldt State University, Arcata, CA, 2020
- BS, Environmental Resources Engineering, Humboldt State University, Arcata, CA, 2017

Key technical skills

- Water and Wastewater Conveyance Infrastructure
- Hydraulic Modeling and Analysis
- Civil Site and Utility Design
- Construction Management/Inspection

Memberships

- N/A

Relevant experience summary

Malia Duin is a civil engineer with over four years of experience in delivering water and wastewater infrastructure projects. Her professional area of focus is hydraulic design of linear infrastructure, specifically focusing on civil site and utility design, lift station assessment and design, hydraulic modeling and analysis, construction drawings, specifications, cost estimates, bid documents, technical reports, and memoranda. Malia has provided municipal clients throughout Humboldt County with construction management services, encompassing construction inspection, fieldwork and documentation, review of contractor pay requests, and preparation of change orders.

Central Avenue Water and Sewer Main Rehabilitation Project

Project Engineer
McKinleyville Community Services District | McKinleyville, CA

A priority project in the District’s Capital Improvement Program CIP is replacing/rehabilitating approximately 2,700 linear feet of 6- and 8-inch asbestos cement sewer main and approximately 2,200 linear feet of 16-inch asbestos cement water main. Developed an alternative analysis and preliminary design report that analyzed various alternatives for pipeline rehabilitation. Performed construction design plans, specification, and cost estimate for cured-in-place pipe lining of the sewer mains and installation of a new water main via open-cut trenching. Provided construction management services, including construction inspection, documentation, review of submittals, change orders, as-built plans, and punch list development.

Downtown Willow Creek Wastewater Development Project

Staff Engineer
Willow Creek Community Services District | Willow Creek, CA

The community of Willow Creek is currently unsewered, and all of the residences and businesses rely solely on individual septic systems to provide for their wastewater treatment needs. The District secured a planning grant through the Clean Water State Revolving Fund to assess the feasibility of constructing a new wastewater collection, treatment, and disposal system. Performed design for a new collection system for the downtown area, a community septic tank and recirculating gravel filter treatment system, and a community leach field for disposal. Currently performing construction management services.

Hiller Lift Station Upgrades Project

Staff Engineer
McKinleyville Community Services District |
McKinleyville, CA

McKinleyville Community Services District obtained an energy efficiency grant from the California State Water Resources Control Board to improve the efficiency of the Hiller Lift Station. Performed design and construction management services for the upgrade of the Hiller Lift Station. The previously existing dry well and associated pumps were replaced with more energy-efficient submersible pumps in the existing wet well. Improvements included installing new pumps, associated electrical upgrades, Supervisory Control and Data Acquisition (SCADA) integration, and connecting the discharge of the new pumps to the existing piping system.

Elk River Wastewater Treatment Plant Improvements Project

Staff Engineer
City of Eureka | Eureka, CA

Assisting the City of Eureka with wastewater treatment plant compliance by developing improvement designs to the Elk River Wastewater Treatment Plant (ERWWTP).

Water and Sewer Mainline Replacement and Rehabilitation Master Plans, Phase 3a and 3b

Staff Engineer
McKinleyville Community Services District |
McKinleyville, CA

The Phase 3 Master Planning work was built off the Phase 1 & 2 Master Planning efforts for McKinleyville CSD and focused on the assessment related to developing an engineer's opinion of present-day pipeline condition within the water and sewer systems. Developed a Soil Sampling Plan and a Pipe Sampling Plan. Assisted the District staff with implementation of the sampling and assessment plan and coordinated laboratory analyses.

Sewer System Model, Master Plan, and CIP Update

Staff Engineer
City of Fortuna | Fortuna, CA

The City of Fortuna operates and maintains a gravity sewer collection system and nine lift stations. Performed a visual assessment of the City of Fortuna's lift stations to capture overall site conditions, structural and mechanical conditions, and hydraulic conditions. Developed a technical memorandum that included assessment and future recommendations for the nine lift stations, which will aid in the master plan and CIP update.

R.W. Matthews Dam Spillway Settlement and Wingwall Monitoring Survey

Staff Engineer
Humboldt Bay Municipal Water District | Eureka, CA

The District has established ongoing monitoring surveys for the R.W. Matthews Dam to monitor the stability of the dam. Developed a technical report summarizing the surveyor results for the Matthews Dam spillway floor and wingwalls for the R.W. Matthews Dam in Ruth, California.

Old Arcata Road Improvements

Staff Engineer
City of Arcata | Arcata, CA

The Old Arcata Road Improvement Project consists of roadway rehabilitation, bicycle and pedestrian improvements and focuses on providing a safe and continuous non-motorized route through the community of Bayside, between the Buttermilk Road roundabout and Jacoby Creek Road. In addition, this project included road drainage improvements. Performed hydraulic analysis and stormwater conveyance design.

Collector 2 Rehabilitation Project

Staff Engineer
Humboldt Bay Municipal Water District | Eureka, CA

The District has five Ranney Collector Wells located along the Mad River that are the source for HBMWD's potable water system that delivers drinking water to Cities of Arcata, Blue Lake and Eureka, Fieldbrook-Glendale, Humboldt, Manila, and McKinleyville CSD, and portions of the Samoa Peninsula. Developed drawings on Collector #2, which included four new horizontal laterals in the aquifer at the collector that would effectively replace the production capacity of the existing laterals in the collector and a dewatering percolation pond.

Mad River Cross Sections

Staff Engineer
Humboldt Bay Municipal Water District | Eureka, CA

The District has established yearly cross-sectional surveying in the Mad River. Analyzed cross-sectional data and developed a technical report summarizing the changes to the river channel in the sections that were surveyed and provide conclusions and recommendations with regards to future District activities in this reach.



Rick Guggiana EE, LEED AP, CDT
Senior Electrical Engineer



Location

Santa Rosa, CA

Experience

34 years

Qualifications/Accreditations

- BS, Electrical Engineering Technology, California State Polytechnic University, Pomona, CA, 1983
- Electrical Engineer, CA #15580, AZ #34069, CO #34471, IL #062-053426, TX #86009, WA #36259
- Leadership in Energy and Environmental Design Accredited Professional (LEED AP), US Green Building Council
- Construction Documents Technologist (CDT), Construction Specifications Institute

Key technical skills

- Electrical, Controls, and Instrumentation Fields
- Water Treatment, Storage, and Pumping Systems, Wastewater Collection and Treatment Systems, Pumping Controls, Supervisory Control and Data Acquisition (SCADA) Systems

Memberships

- Institute of Electrical and Electronics Engineers

Relevant experience summary

Richard (Rick) Guggiana is a licensed electrical engineer with over 34 years of experience in the electrical, controls, and instrumentation fields, for federal, military, municipal, and private industrial clients. He has extensive experience with water treatment, storage, and pumping systems, wastewater collection and treatment systems, pumping controls, SCADA systems, low and medium-voltage power generation, microgrids, and waterfront electrical distribution. Rick has led large-scale coordination and arc flash studies, desk-top radio path modeling, photometric analyses, forensic studies, feasibility studies, condition assessments, construction cost estimates, and engineering services during construction. He has also written design-build Requests for Proposal (RFPs) and has served as the client’s representative, as well has served as the lead electrical engineer on contractor-led design-build teams. Rick was involved in the design and construction management of a 115 kV substation project, which won a merit award from the Consulting Engineers and Land Surveyors of California (CELSOC).

***McKinleyville Community Services District
Emergency Generator Replacement***

Electrical Engineer
**McKinleyville Community Services District |
McKinleyville, CA**

Served as Electrical Engineer for project to replace generators at the Letz Lane and Fischer Sewage Pump Stations. Tasks included sizing the new generators to meet future loads and replacement of automatic transfer switches. The Fischer Pump Station transfer switch enclosure contained two separate switches to feed redundant MCCs. A custom transfer switch with dual feeder breakers was designed to be able to feed the two MCCs from one transfer switch. Both new generator sets were specified with custom subbase fuel tanks to

maximize fuel storage while fitting the floor area and height constraints of the building interiors.

***Newport Coast Sewer Lift Station Rehabilitation
Project***

Electrical Engineer
Irvine Ranch Water District | Newport Beach, CA

Served as Electrical Engineer for the complete rehabilitation design of the 500-gpm regional Newport Coast sewer lift station that includes the replacement of the existing electrical distribution system, including new service entrance switchboard, MCC, pump controls, instrumentation, SCADA, and lighting. The project also includes constructing a new concrete masonry unit (CMU) block electrical control building with the new PLC and MCC equipment, and a new chemical odor control system.

Lift Station SCADA RFP

Electrical Engineer

City of Santa Rosa Utilities Department | Santa Rosa, CA

Served as Electrical Engineer for project to develop design-build SCADA RFP for retrofitting the telemetry system covering 18 sewage lift stations. The project established requirements to convert the City's existing telephone autodialler-based alarm system to a radio-based SCADA system, providing full control and status of each lift station. The new Remote Terminal Units (RTUs) were integrated into the lift stations to replace the existing mix of Tesco and Gorman Rupp level controllers. Existing autodiallers were integrated as a backup system in case of radio failure. Modifications were made to each lift station's control cabinets to accommodate the unique conditions at each site.

Bankfield Pump Station

Electrical Engineer of Record

City of Culver City | Culver City, CA

Served as Electrical Engineer of Record for the design of a sewer lift station. Pump station includes new service entrance, MCC with two 50 hp VFDs, lighting, pump controls, and connection for a portable generator. Project documentation included electrical plans, Piping and Instrumentation Diagram (P&ID), single-line diagram, and control panel schematics. The scope included sizing and specification for the MCC, VFDs, and protective devices. Coordinated with City's I&C integrator to design instrumentation and control system per City standards.

Lake Berryessa Resort Improvement District Sewer Lift Station Upgrades

Electrical Engineer

Napa County Public Works | Napa, CA

Served as Electrical Engineer for project to replace two leaking redwood tanks with two 100,000+ gallon steel water storage tanks, along with mechanical and electrical improvements at two pump station sites. Project included replacement of corroded MCCs (for booster pumps) tank level instrumentation, and chlorine injection equipment. The project added flow metering, and tank mixing (for trihalomethane reduction). A two-wire tank level control system was upgraded to a PLC-based system with 150MHz radio telemetry.

Fawnglen Lift Station Generator

Electrical Engineer

City of Santa Rosa | Santa Rosa, CA

Served as Electrical Engineer for relocation of a 35 kW spark-ignited generator from an existing sewage pump station and reinstallation at another lift station site. Electrical design included addition of a new automatic

transfer switch to the existing pump motor control panel, site lighting, and integration into the existing SCADA system. Construction sequence was arranged to allow installation of new Automatic Transfer Switch (ATS) while existing pump station remained in service.

Lake Berryessa Resort Improvement District Sewer Lift Station Upgrades

Electrical Engineer

Napa County Public Works | Napa, CA

Served as Electrical Engineer for sewage pump station replacement project at four sites in a mountainous rural subdivision. Electrical design included exterior pump control panels with VFDs (Site A, only), and solid-state reduced voltage starters (Sites B, C, and D) backup diesel generators, flow metering, upgraded electrical utility service panels (Sites B, C, and D), and new 150 MHz radio-based SCADA telemetry system. Construction sequence was staged to allow construction of new pump stations while existing pumps remained in service.

McKinleyville High School Administration Building Addition

Electrical Engineer

Northern Humboldt Union High School District | McKinleyville, CA

Served as Electrical Engineer for renovation of 3,746-square-foot existing space and 3,375-square-foot addition to the school's administration building. Work included design of new power, lighting, telephone/data, and fire alarm systems, and Title 24 documentation. Existing power distribution system was upgraded to accommodate increased building area plus addition of air conditioning. Design was approved by California Division of the State Architect with a minimum of comments.



Gonzalo Roberts Cervantes PE

Senior Structural Engineer



Location

Long Beach, CA

Experience

14 years

Qualifications/Accreditations

- MS, Earthquake Engineering, State University of New York, Buffalo, NY, 2011
- ME, Structural Analysis of Monuments and Historical Constructions, University of Minho (Portugal) - University of Catalonia, Spain, 2010
- BS, Civil Engineering, National University of San Agustin, Peru, 2006
- Civil Engineer, CA #80836

Key technical skills

- New Structure Design
- Seismic Retrofit
- Building Evaluations

Memberships

- America Society of Civil Engineers
- American Institute of Steel Construction

Relevant experience summary

Gonzalo Roberts Cervantes is a California-licensed professional engineer in Los Angeles, California with over 14 years of experience in both the design of new structures and seismic retrofit and/or evaluation of existing buildings in a wide variety of sectors, including healthcare, research labs, central utility plans, higher education, and commercial projects. He is also involved in mandatory seismic ordinance and voluntary seismic retrofit projects, including non-ductile concrete buildings, pre-Northridge steel moment frame buildings, and soft story projects. Gonzalo excels in fast-track and complex projects with creative approaches that draw upon state-of-the-art structural engineering techniques and collaborative engagement of the entire project team.

Project Experience

Oceanside El Corazon Lift Station

Managed the structural scope of the new lift station structure that includes a concrete masonry unit building above ground with custom steel trusses and a wood tower. The structure below ground consists of the design of the dry well, wet well, and overflow basin.

Vallejo Cordelia Mobile Generator

Managed the structural scope of a new CMU building and steel canopy to storage/operate backup mobile generators for the Cordelia Complex. The structural scope also included design of retaining walls and mechanical pads.

CSX Grand Stair Design

Managed the structural design and detailing of a grand steel stair in Jacksonville, Florida.

Port of Alaska – Stevedore Building

Managed the structural design of a 2-story wood administrative building in Port of Alaska. The building consists of a continuous frost protected shallow foundation, wood shear walls with conventional wood framing and gable roof.

Project Experience prior to GHD

SPC-4D Seismic Retrofit/Evaluations

Managed a large group of engineers and modelers in SPC-4D seismic reclassification projects and studies for various campuses, including Sharp Grossmont, Sharp Metro, Sharp Coronado, and others. Coordinated with other consultants and navigated project approvals with the Special Care Unit at California Department of Health Care Access and Information.

Research Labs Design

Managed the analysis and design of research concrete lab projects in University of California - San Diego, including, Viterbi Family Vision research center, Altman Clinical and Translational Research Institute and the Biological and Physical Sciences Building (Tata Hall). The labs were subjected to stringent vibration criteria, high seismic forces and were very irregular in plan.

City Seismic Ordinance Projects and Voluntary Seismic Improvement Projects

Managed a series of City ordinance projects and voluntary seismic improvement projects, including non-ductile concrete buildings, pre-Northridge steel moment frames and soft story structures. Some of these projects include the retrofit of (Civic Center in Inglewood (City Hall, Police Department, and Library), pre-Northridge steel moment frame retrofit projects in Santa Monica and over 25 soft story projects in Los Angeles/Santa Monica.

Tenant Improvement Projects

Managed the building alteration, and tenant improvement of an Unreinforced Masonry (URM) building in Sunset Boulevard. Alteration includes new openings on URM walls, mezzanine expansion and addition of elevators and stairs. The project required a full building evaluation using Appendix A of the existing building code and retrofit of URM wall with shotcrete.

Managed the change of occupancy of a warehouse concrete tilt-up building into a Veterinarian Hospital in Romaine Ave in Los Angeles. The project required strengthening of glulam beams with fiberglass reinforced plastic and shotcrete of tilt up walls.

University of California - Los Angeles (UCLA) Seismic Upgrade Projects

Managed the seismic upgrade of the school of dentistry building to meet UCLA Seismic Policy. The analysis consisted of the non-linear analysis of the concrete shear wall structure. The retrofit consisted in adding fiberglass reinforced plastic around captive columns and enlarging seismic separation with adjacent building.

Division of the State Architect Projects

Designed and performed seismic and gravity analysis of a five-story building, including two-way slab design, concrete column and beams design, foundation design in Slab Analysis by Finite Element (SAFE), and concrete shear wall design.

Commercial Projects

Performed seismic and gravity analysis/design of Westfield University Towne Centre concrete podium, foundations, retaining walls, and retail structures. Participated in the development of large structural models using ETABS to handle multi-tower analysis in a single model and automated multiple design tasks using VBA-Macros in Excel.

Honors and Awards

- Recipient of the Erasmus Mundus Scholarship in Portugal, 2009
- National Chess Sub-Champion. Represented Peru in the VII and IX Pan-American Chess Festival in Florianopolis – Brazil, 1998.

Technical Publications/Research Projects

- L. Toranzo, S. Zhang, G. Roberts, and A. Reynolds (2012), Performance based seismic retrofit of a pre-Northridge steel moment frame building in California, 15th World Conference on Earthquake Engineer (15WCEE), September 2012, Lisbon, Portugal.
- Development of Seismic fragility curves for Partition Walls. Research Project at University of Buffalo, 2011. Analysis of thin tiled vaulted structures. Master thesis. University of Minho, 2010.



Andrea Hilton

Environmental and Permitting



Location

Eureka, CA

Experience

18 years

Qualifications/Accreditations

- MS, Natural Resources (Watershed Management), Humboldt State University, Arcata, CA, 2006
- BA, Environmental Studies, Bard College, Dutchess County, NY, 1999

Key technical skills

- Regulatory Permitting
- California Environmental Quality Act (CEQA)
- Section 7 Environmental Site Assessment (ESA) and Certified Environmental Site Assessor (CESA) Consultation
- Coastal Act Permitting
- Clean Water Act Section 404/401 and California Department of Fish and Wildlife (CDFW) Permitting

Memberships

- N/A

Relevant experience summary

Andrea Hilton, an environmental planner with 21 years of experience, specializes in hydrology and streamflow management, particularly for special-status anadromous fish species. Her expertise lies in planning, implementing, and monitoring ecosystem restoration projects, collaborative resource management planning, and regulatory oversight. Notable projects include Trinity River channel rehabilitation, fish passage improvement in Trinity basin streams, Klamath River restoration planning, coastal wetland enhancement, and Humboldt Bay cultural restoration. Andrea handles regulatory permitting, CEQA, and NEPA support for various projects, including public access facilities, trails, and infrastructure improvements. She has prepared permits, technical studies, and CEQA documents for trail and rail trail projects like the Eureka Waterfront Trail extension, Manila Shared Use Pathway, City of Eureka Bay to Zoo Trail, Mad River Estuary access trail, Humboldt Bay Trail South, and Little River Trail. Additionally, Andrea has experience collaborating with Caltrans District 1 on Local Assistance projects, adhering to LAMP guidelines and requirements, and has completed Caltrans training for Federal Environmental Requirements for Local Agency Transportation projects.

Mad River Floodplain and Public Access

Project Manager
California Trout | McKinleyville, CA

Developed a Project Description and permits for a floodplain restoration project to convert percolation ponds used by the McKinleyville Community Services District into a perennially backwatered off-channel habitat for salmonids in the Mad River estuary. The project also includes trails and viewing facilities for public access enhancement. Prepared project permits to the California Coastal Commission, Humboldt County, California Department of Fish and Wildlife, State Lands Commission, RWQCB, and USACE.

Hiller Lift Station Improvement Project

Environmental Planner
McKinleyville Community Services District | McKinleyville, CA

Prepared a CEQA Categorical Exemption and Coastal Development Permit application to support necessary upgrades to a sewer lift station.

Cardiff Dunes Living Shoreline Drainage Study

Environmental Planner
City of Encinitas | Encinitas, CA

Applied the rational method to stormwater runoff to develop and evaluate design scenarios to address

unexpected small-scale drainage impacts to the recently constructed living shoreline.

City of Eureka Wastewater Regulatory Support

Environmental Planner
City of Eureka | Eureka, CA

Provided technical and regulatory support to ongoing National Pollutant Discharge Elimination System (NPDES) permitting with the North Coast RWQCB for the City's wastewater effluent disposal, focusing on evaluation of required enhancement activities in the Elk River estuary and associated required technical studies.

Humboldt Bay Trail South Environmental Compliance

Environmental Planner
Humboldt County Department of Public Works | Eureka, CA

Developed draft permit applications to resource agencies for environmental compliance. Provided as-needed environmental compliance support. Coordinated botanical surveys and seed collection along the trail alignment.

Old Arcata Road Rehabilitation & Pedestrian/Bikeway Improvements

Environmental Team Lead
City of Arcata | Arcata, CA

Served as Environmental Team Lead for Caltrans District 1 Local Assistance project. Prepared a project description and CEQA IS/MND for road rehabilitation, upgraded bicycle lanes, extended pedestrian walkway, cross walks, curbs and gutters, speed humps, and a new roundabout. Facilitated client and Caltrans review of related project documents, including cultural resource investigations (Archaeology Survey Report and Historic Resources Evaluation Report - among others), Visual Impact Assessment, and the Natural Environment Study (NES). Project includes wetland impacts and requisite compensatory mitigation.

Highway 101 Sunset/LK Wood Improvement Project

Environmental Team Lead
City of Arcata | Arcata, CA

This is an off-highway roundabout facility project. Served as Environmental Team Lead for Caltrans District 1 Local Assistance project. Managed environmental support activities for GHD and subcontractors, including the PES, biological, wetland, cultural resource, visual resource, and various other technical studies, as well as CEQA and NEPA documentation. Worked in close coordination with project management and environmental staff at Caltrans District 1.

Manila Highway 255 Shared Use Pathway

Environmental Team Lead
Humboldt County | Manila, CA

Prepared permits and CEQA IS/MND for a shared use pathway along California Highway 255 through the rural community of Manila. Work included finalization of the Habitat Mitigation and Monitoring Plan required for mitigating wetland impacts. Permit applications were submitted to the North Coast RWQCB and the USACE. The Coastal Development Permit was processed by the County of Humboldt.

Port of Alaska Peer Review

Environmental Planner
Jacobs | Anchorage, AK

Completed peer review of multi-year, multi-phase environmental compliance strategy for planned improvements at the Port of Alaska, including NEPA, marine mammal considerations related to the Beluga Whale, federal, and state permitting. Provided recommendations for approaches to supporting technical studies and opportunities for regulatory streamlining.

Humboldt Bay Eureka Slough Sea Level Rise Planning

Environmental Planner
County of Humboldt | Eureka, CA

Developed a sea level rise adaptation plan for the Eureka Slough hydrologic unit. Effort focused on existing regulatory constraints and development of proposed projects prioritized to increase sea level rise resiliency.

Hanson Ponds Russian River Floodplain Restoration

Environmental Planner
Endangered Habitats Conservancy | Windsor, CA

Developed 30% Basis of Design Report for large-scale Russian River fisheries restoration project. Prepared regulatory project description and Conditional Use Permit for the Sonoma County Planning Department.

Ocean Ranch EIR

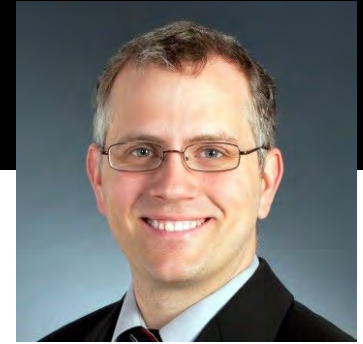
Environmental Planner
Ducks Unlimited | Loleta, CA

Authored the Hydrology chapter of the Ocean Ranch EIR to restore hydrologic connectivity and salt marsh spanning 933 acres of the Eel River estuary. Restoration actions include levee removal and lowering, channel construction, and ditch blocks, among other techniques. The project also included extensive removal of invasive European beachgrass and dense-flowered cordgrass.



Luke Halonen PE

Civil and Hydraulics Specialist



Location

Eureka, CA

Experience

9 years

Qualifications/Accreditations

- BS, Environmental Resources Engineering, Humboldt State University, Arcata, CA, 2014
- Civil Engineer, CA #89080

Key technical skills

- Hydraulic Design of Linear Infrastructure
- Planning, Design, Permitting, and Construction
- Water and Wastewater Conveyance Infrastructure
- Hydraulics, Site Layout and Design

Memberships

- N/A

Relevant experience summary

Luke Halonen is a licensed civil engineer with over nine years of experience in delivering a variety of civil infrastructure projects. His professional area of focus is hydraulic design of linear infrastructure, including design of associated site improvements. Project types include water transmission, distribution, storage, and booster pump stations, stormwater conveyance and Low Impact Development (LID) stormwater treatment systems, and sanitary sewer collection systems including lift stations, associated project site design and grading, and pedestrian and bicycle facilities. Projects involve planning, environmental compliance, design, permitting, and construction. Roles on project include project manager, project engineer, construction manager, discipline lead, and technical reviewer. His experience also includes a broad range of planning, hydraulic modeling, and analysis capabilities.

Eureka Pump Station Pump Upgrades - Washington Street, Hill Street, and McCullens Street – Evaluation, Design, and Construction Support Services

Project Manager

City of Eureka | Eureka, CA | 2020 - Ongoing

Serving as Project Manager for the ongoing multiphase project to upgrade the City’s three wastewater pump stations on their Cross-Town Interceptor. The first phase of the project included a detailed hydraulic evaluation of three in-series pump stations. The evaluation included hydraulic modeling and calibration of the pumps and discharge force main, selection of replacement pumps, and summary recommendation of findings. The second phase of the project included the design and construction management assistance for the Washington Street Pump Station. The design included retrofitting the existing vertical shaft driven dry pit pumps with horizontally single-body centrifugal Flygt type NZ pumps on service carts, replacement of the existing suction and discharge piping, retrofitting a new beam

and electric hoist into the dry well to facilitate pump removal to be accessed by the ground floor hoist, integration of the new pump equipment into the previously upgraded MCCs, and associated auxiliary pump station modifications such as removal of the seal water pump system. Construction management support was provided as-requested which included contractor submittal and RFI reviews, on-site assistance, and closeout assistance including record drawing development. The third phase of the project is ongoing which covers the Hill Street and McCullens Street pump station upgrades. The upgrade designs have been completed following the same the approach that was used at the Washington Street location, and the project is currently in the preconstruction stage. Construction management support will also be provided.

Bethel Church Collyer Campus Lift Station

Civil Engineer

Bethel Church | Redding, CA | 2021 - Ongoing

Serving as lead Civil Engineer for the design of a new sewer collection system for Bethel Church’s new

campus. Prepared hydraulic evaluation of sewer collection system. Designed gravity collection system including packaged pump station and forcemain to intertie to City sewer collection system. Prepared sewer system design plans to be included in overall campus development plan.

Arcata Wastewater Treatment Plant Improvements Phase I Final Design and ESDC

Project Manager

City of Arcata | Arcata, CA | 2019 - Ongoing

Serving as Project Manager where GHD is a subconsultant under Carollo Engineers for the design and engineering design services during construction (ESDC) for the Arcata WWTP improvement project to address increased regulatory compliance requirements. Project design improvements included upgrading pump three stations, modifying flow routing with new or modified transfer structures, additional aeration in oxidation ponds. Construction support includes bid period support, RFI and submittal reviews, design clarifications, and remote and site construction meetings, and periodic on-site meetings.

Waterfront Lift Station Reconstruction Design and Construction Support Services

Project Engineer

City of Eureka | Eureka, CA | 2017-2019

Served as Project Engineer for the design of a reconstructed sewer lift station for the City of Eureka. Project included rehabilitation and conversion of a drywell lift station to a wet well lift station. Performed pump station hydraulic evaluation and pump selection, and summarized findings and recommendations. Prepared pump station retrofit design plans and technical specifications. Performed as-needed construction support services and on-site inspections

Wastewater System Infrastructure Improvement Project

Civil Engineer

Redway Community Services District | Redway, CA | 2021 - Ongoing

Serving as lead Civil Engineer responsible for planning and preliminary design for Redway Community Services District's collection system and wastewater treatment plant in support of a Clean Water State Revolving Fund planning grant. Collection system improvements include lift station evaluations and retrofits for replacement pumps. Treatment plant improvements include upgrades to the effluent pump station and forcemain with replacement pipe bridge for the Wastewater Treatment Plant's (WWTP's) increased flow capacity as part of the WWTP improvements.

Manila Community Services District Wastewater Infrastructure Improvement

Project Engineer

Manila Community Services District | Manila, CA | 2019

Served as Project Engineer for the wastewater infrastructure replacement project for the Manila Community Services District. Prepared a preliminary engineering report for the grant planning application under the Drinking Water State Revolving Fund that identifies the history and condition of the existing infrastructure, and the need and basis for replacement of select infrastructure system components. Project improvements included replacing replacement of over 125 Septic Tank Effluent Pumps, new septage receiving facilities, primary influent lift station upgrades by retrofitting the existing dry pit pump system with submersible pumps including replacement, and upgrades to the wastewater aeration lagoons. Prepared design plans, technical specifications, and cost estimates.

College of the Redwoods Utility Infrastructure Replacement & Seismic Strengthening

Lead Engineer

College of the Redwoods | Eureka, CA | 2015 - 2018

Served as Lead Engineer for this multi-project utility replacement program that involved development of cost-effective designs for the replacement of aging water, sanitary sewer, and stormwater infrastructure. Project included identification and evaluation of utility infrastructure, development of water distribution system upgrade including redesign of potable water storage system in a new seismically cleared location, replacement of the WWTP from a surface discharging to a non-surface discharging treatment plant, gravity sanitary sewer and pressure sanitary sewer system replacements, and select stormwater drainage improvements to mitigate on-site flooding. Infrastructure designs included open trench and horizontal directionally drilled utilities. Work included geotechnical analyses, surveying, design, hydraulic analyses, permit applications, and preparation of plans and specifications.



Patrick Sullivan PE

Construction Management Technical Advisor



Location

Eureka, CA

Experience

25 years

Qualifications/Accreditations

- MS, Environmental Engineering, University of Vermont, Burlington, VT, 1999
- BS, Environmental Resources Engineering, Humboldt State University, Arcata, CA, 1996
- Civil Engineer, CA #69599
- Occupational Safety and Health Administration (OSHA) 40-Hour Hazardous Site Worker Training

Key technical skills

- Stream/Wetland Restoration Design
- Hydrologic Run-Off Analyses
- Open Channel and Pipeline Hydraulic Design, Water Treatment/Distribution Design, Erosion, And Sediment Control
- Bridge/Culvert Design and Construction Management

Memberships

- American Society of Civil Engineers, North Coast Branch

Relevant experience summary

Patrick (Pat) Sullivan is a California-licensed civil engineer with over 25 years of experience as a design engineer and project manager, working with a wide range of clients, such as private landowners, special districts, Tribes, municipalities, and non-profit organizations, from project conception to completion. These two decades have broadly involved stream/wetland restoration design, hydrologic run-off analyses, open channel and pipeline hydraulic design, water treatment/distribution design, erosion and sediment control, bridge/culvert design, and construction management/oversight for all related projects. As Hydrogeology Service Line Coordinator for GHD's West Coast, he specializes in water resources with an emphasis in numerical modeling (air, hydraulic, and hydrogeologic), mathematical optimization, and applied geostatistics. Pat has served the Environmental Protection Agency (EPA), Department of Defense, Department of Energy, local municipalities, and private clients in air, surface water, hydrology and hydraulic analysis, groundwater, environmental monitoring, river/wetlands restoration, and fish passage. Pat led all hydraulic/hydrologic modeling on the Bay Meadows and Pacific Shores portions of Border Coast Regional Airport Authority's (BCRAA's) Runway Safety Area (RSA) Improvements and Habitat Restoration project, which involved construction oversight, hydrological analysis, groundwater investigations, soil moisture studies, and post-construction hydrologic monitoring. He is also currently lead hydrologist for the Salt River Ecosystem Improvement project, within the Coastal Zone of Humboldt County.

McKinleyville Community Services District Water and Sewer Master Plans

Project Manager
McKinleyville Community Services District |
McKinleyville, CA

Served as Project manager and hydraulic engineer for a multi-phase Water and Sewer Master Plans for the McKinleyville Community Services District. Tasks included data collection, system mapping, hydraulic analysis, collection of soil samples and pipe samples

and laboratory testing to assess pipe condition. This information was used to create a risk framework unique to each system which was applied to all linear assets and a prioritized rehabilitation plan, including planning level opinions of probable cost, was prepared, and presented in master plan reports for each system over a 50-year planning horizon.

3rd and Y Sewer and Pump Station

Project Engineer
City of Eureka | Eureka, CA

Performed watershed flow analysis based on using a GIS base to input water billing records to determine base flows. Evaluated run time meters on pump stations coupled with rainfall data to statistically generate probable pump station operations under wet weather conditions. Completed review of previous Infiltration/Inflow (I/I) investigations and completed statistical curve fitting to develop base and peak flows for design. Analyzed flow pathways throughout Old Town using a combination of computer modelling techniques verified through hand calculations. Existing sewer lines were evaluated based on existing operating characteristics, and new flows. The potential to improve pump station operation through rerouting force mains was also investigated. The results were used in developing the final force and gravity main sizes and alignment, as well as the pump station capacity, as well as future Old Town sewer improvements points.

Salt River Ecosystem Restoration

**Construction Services
Humboldt County Resource Conservation District |
Humboldt County, CA**

Provided constructability reviews and construction oversight for this ongoing project, which includes restoration of the lower 7.7-mile reach of the Salt River corridor and 450 acres of tidal salt marsh in the Eel River estuary. Project objectives include removal of salmonid migration barriers, improvements to geomorphic stream function, increased riparian buffers, increased tidal exchange and habitat diversity for avian and aquatic listed species. Responsibilities have entailed leading the project team through development of permit applications, channel design, Environmental Impact Report (EIR) support, and development of construction documents and construction management for this \$34 million restoration project.

Rohner Creek Habitat Improvement

**Construction Manager
City of Fortuna | Fortuna, CA**

Serving as Construction Manager for this \$8 million urban stream restoration project through Fortuna's downtown district.

Runway Safety Area Improvements

**Project Manager
BCRAA | Crescent City, CA**

Served as Project Manager for environmental oversight of airport improvements and associated on-site mitigation. Led a team of biologists monitoring construction activities in federal endangered species and coastal dune and wetland habitat over a two-year period. The on-airport work was completed ahead of schedule and within budget in 2015.

Pacific Shores and Bay Meadows Wetlands Mitigation Project

**Project Engineer, Lead Hydraulic, Hydrology Modeler, Construction Oversight
BCRAA | Crescent City, CA**

Supported multiple aspects of the BCRAA wetlands mitigation projects. Performed hydrological analysis, groundwater investigations, and soil moisture studies for both the Pacific Shores and Bay Meadows sites. This information was used in developing the wetland mitigation design that was implemented in 2016. Also performed construction oversight and inspection of clearing and excavation during the wetlands implementation phase of the project and hydrological monitoring of site performance post construction.

Santa Ana River Bypass Settling Basin Design

**Project Engineer, Lead Hydraulic, Hydrology Modeler
San Bernardino Valley Municipal Water District |
Highland, CA**

Served as Project Engineer and lead hydraulics and hydrology modeler for an analysis of a Santa Ana River diversion stilling basin. The analysis included building a combined 1D and 2D flow model to assess hydraulic grade elevations, flow velocities, over land flow pathways, and rock slope protection sizing.

City of San Carlos Storm Drain Master Plan

**Project Engineer/Lead Hydraulic/Hydrology Modeler
City of San Carlos | San Carlos, CA**

GHD completed a storm drain master plan that included developing a stormwater hydrology and runoff analysis. The project entailed compiling historical data, storm monitoring, and collecting extensive field data to develop a 2D stormwater runoff model. The data collection included inventory and assessment of over 80% of the entire City storm drain infrastructure. The model was used to identify capital improvement areas and evaluate improvement alternatives. Was the lead modeler on the project and also was responsible for facilitating meetings with the client. Upon completion of the project the City has retained GHD for further analysis of the tidally influenced portions of the system and on-call support for storm drain and engineering services.



Christopher Trumbull, PE, GE, D. GE Senior Project Manager



Chris specializes in civil, geotechnical, and environmental consulting and project management services for a variety of clients throughout California and the western US. Chris also manages large and complex geotechnical projects, including transportation, public works, flood control, hydropower, essential facilities, military, correctional, power, industrial, ports, and other markets. Due to his past experience, he provides state-of-the-art quality assurance / quality control on his projects and stresses client communication as the most important factor in creating successful projects.

EDUCATION

Masters in Civil Engineering,
Geotechnical Emphasis,
San Jose State University,
1995

BS Civil Engineering, San
Jose State University, 1989

REGISTRATIONS

Civil Engineer, CA #53710
Geotechnical Engineer, CA
#2492

ORGANIZATIONS

- Member, American Society of Civil Engineers
- Geoinstitute
- Academy of Geo-Professionals
- Association of State Dam Safety Officials

EXPERIENCE

At Crawford: 4 years

Total: 34 years

LOCATION

Sacramento, CA

REPRESENTATIVE PROJECTS

MCS D Sewer Retrofit Three SR101 Trenchless Crossings, McKinleyville, CA

The three sewer lines will be installed with horizontal auger boring methods using 16- to 18-inch diameter HDPE pipe inside 36- to 42-inch diameter steel casing. The first phase of the project, required a preliminary design memorandum containing site, subsurface, geology, and seismicity review, as well as an exploration plan for the second phase. The second phase includes exploration, testing, and preparation of a report with recommendations for trenchless and manhole design and construction.

MCS D Central Avenue Water and Sewer Mains Project, McKinleyville, CA

Senior Project Manager. Completed a Geotechnical Report for the replacement of sewer and water mains along a .42-mile segment of Central Avenue. The new sewer and water lines will consist of 6-10 inch, 16-in diameter high-density polyethylene, PVC and/or cured in place pipe liner installed using pipe bursting, open cut trenching, or lining. The investigation included four borings, laboratory testing, and engineering analysis to provide recommendations for open-cut pipelines, pipe bursting, pavement, and construction considerations.

400,000-Gallon Water Tank, Fieldbrook, CA

To increase capacity, the District planned a second 400,000-gallon water tank adjacent to the existing tank. Two borings were drilled and laboratory testing was completed to evaluate the site for corrosivity, liquefaction, and tank foundations. A geotechnical report was prepared that included conclusions and recommendations for earthwork and tank foundation design. Key geotechnical considerations include weak fill material in the tank area and potential for differential settlement.

HBMWD Reservoir Tanks Seismic Retrofit, Humboldt County, CA

Senior Project Manager of a Geotechnical Investigation Report to evaluate three existing water tanks and provide updated seismic design requirements. Two tanks are located at the Korblex site, and one is located at the Samoa site. Reviewed regional and site geology; completed a subsurface exploration, developed soil profiles; and evaluated site seismicity. Potential for liquefaction-induced settlement was moderate for the Korblex Site and high for the Samoa Site.

Plunkett Road Water Line Retrofit Project, Arcata, Humboldt County, CA

Senior Project Manager. This project included replacing 2,800 ft of asbestos cement with an HDPE pipeline. The project also included approximately 600 ft of bypass pipeline that could include trenchless installation. The booster pump station also required improvements. Key geotechnical considerations were liquefaction, pipeline design parameters, foundations for the booster station, and pavements.

MUSD Water Tanks and CMU Treatment Building Project, Mendocino, CA

To improve storage capacity and reliability, the District planned three bolted steel water tanks, two 307,500-gallon potable water tanks, and one 250-gallon recycled water tank. The geotechnical investigation revealed weak soil in a high seismic region, which triggered a site-specific seismic hazards analysis and the need for liquefaction mitigation to support the tanks on shallow foundations. The supporting soil was densified using rammed aggregate piers (RAP) to minimize seismic-induced settlement. A geotechnical Investigation and Geologic Hazards report was prepared and reviewed by California Geologic Survey. The geotechnical aspects of the plans and specifications were reviewed and the RAP specification was developed. RAP installation and quality assurance observation and testing were performed during construction.

MUSD Recycled Water System HDD Crossing, Mendocino, CA

Senior Project Manager for a Geotechnical Investigation and Geologic Hazards Report. The project includes a new 12-inch diameter recycled water pipeline along Little Lake Road and will utilize a 400 foot-long trenchless horizontal directional drilling (HDD) planned at the Highway 1 crossing within Caltrans right-of-way. The invert of the HDD crossing is expected to be as deep as approximately 24 feet (ft) below Highway 1 and the HDD side pits to be approximately 6 feet deep. The report includes a review of existing site conditions; results of a subsurface exploration and laboratory testing; and a site seismicity evaluation. Recommendations include supporting the pipeline within bedrock.

Water Supply Wells, City of Ukiah, Mendocino County, CA

Senior Geotechnical Engineer responsible for performing an investigation of multiple potential municipal water well sites. Work included subsurface exploration, logging of soil and rock, and electronic logging. Evaluated subsurface conditions, electronic logs, and pump test data to determine water quality, flow and drawdown potential for multiple sites. Consulted on well pump and turbine design, as well as screen size, screen intervals, gravel pack, and casing design. Provided oversight of well installation and pump testing of the production well. Collected water samples for water quality testing and compared results with State of California and U.S. EPA Drinking Water Standards. Assisted in permitting the wells and test borings with Mendocino County and the State of California Department of Health Services. Prepared comparative analysis of water chemistry parameters to determine whether well water was likely underflow or percolating groundwater for purposes of classification of water rights.

City of Arcata WWTP Phase 1 Improvements, Arcata, CA

Improvements include a headworks structure addition, rehabilitation of clarifier, new electrical building, Allen Enhancement Wetland Outfall 002 flow split structures, Hauser Enhancement Wetland Pump Station structures, Oxidation Pond Transfer structure, Chlorine Contact Basin Retrofit, ~4,000 l.f. of electrical duct bank with manholes, and ~1,000 l.f. of 16-inch outfall pipeline. Chris provided quality control reviews for various structures founded on 36-inch diameter CIDH piles, shallow mat foundations, grading, and utilities. Key Geotechnical Issues include high seismic forces and compressible and liquefiable soil conditions. Completed a Seismic Slope Stability and Site-Specific Hazard memos; evaluated lateral spreading at the site to estimate post-earthquake lateral displacement at the structures; and completed a site-specific horizontal and vertical ground motion hazard analysis for compliancy with ASCE 7-16 and 2019 CBC.

Hidden Valley Lake Community Services District Brambles Pipeline Project, Hidden Valley Lake, Lake County, CA

Senior Project Manager in charge of a Geotechnical Report for an 8-inch diameter non-potable water supply pipeline. The report included review of existing site and geologic conditions; field exploration and laboratory testing; and geotechnical design considerations to develop conclusions. Calculated the composite modulus of soil reaction and thrust restraint and provided construction considerations for the open-cut pipeline.

Trinidad Water Tank and Pipeline Replacement, Trinidad, Humboldt County, CA

Senior Project Manager in charge of a Geotechnical Report for a new 0.3 Mga steel tank, replacement of ~7,500 feet of water main installed using open cut methods, and a new retaining wall. The report includes results of a subsurface exploration of five exploratory borings, N-Values, characteristics of subsurface conditions, and laboratory testing. Key geotechnical considerations include bearing capacity and settlement for the tank and potential retaining wall foundations and slope stability of the temporary trench excavation for pipeline construction.

City of Colfax Wastewater Treatment Plant Upgrade, Colfax, CA

Senior Geotechnical Engineer responsible for performing geotechnical review during construction of award-winning improvements to upgrade the wastewater treatment plant to provide a rated capacity of 0.275 million gallons per day average day dry weather flow and a peak hour flow of 1.0 mgd with flow equalization. The review included unstable soils, settlement, and material suitability.

Courtland Wastewater Treatment Plant Site Improvements, City of Courtland, CA

Senior Geotechnical Engineer responsible for providing geotechnical design and consultation services for plant improvements as this plant was incorporated into the system of the Sacramento Regional Wastewater Treatment Plant. Work included review of the design changes to waste disposal ponds to meet the requirements of the Regional Water Quality Control Board regarding the disposal of effluent into local irrigation ditches via existing french drains. Also investigated soil, groundwater, seepage, and stability issues and provided design recommendations and remedial measures that met with the Regional Board's approval. Provided earthwork observation during construction for quality assurance.

Airport/Larkfield/Wikiup Sanitation Zone Sewer Collection System, Larkfield, Sonoma, CA

The project included the improvement of sewer services to an area that was impacted by the unprecedented fires of October 2017 that devastated neighborhoods in Sonoma County. A new sewer pipeline network was installed in this area that was largely previously relying on septic. Exploratory borings and laboratory testing were performed to characterize the site. Shallow groundwater and potentially corrosive soils were the primary concerns. A geotechnical report including recommendations for pipeline design and construction was prepared.

Arden Pump Station Geotechnical Investigation, City of Sacramento, Sacramento, CA

Senior Geotechnical Engineer responsible for performing a geotechnical investigation for a seismic upgrade of portions of an existing pump station and a new standby power building. Existing fill material, equipment vibrations, and liquefactions were of concern. A summary report presented parameters for earthwork, shallow foundations, retaining walls, and pavements.

James M. Roscoe
Principal Investigator
Roscoe and Associates
Cultural Resources Consultant
3781 Brookwood Drive Bayside,
CA 95524
Ph. (707) 845-5239
E-mail: jkroscoe@suddenlink.net

Academic Status

Junior College Instructor Credential, Anthropology and History
Secondary Credential, Social Science, Humboldt State University
Bachelor of Arts, History and Social Science, Humboldt State University
Master of Arts, Cultural Resource Management/Archaeology, Sonoma State University

Professional Affiliations

Humboldt County Historical Society (Past President)
Society for California Archaeology
California Teachers Association
Society for American Archaeology
California State University Faculty Association

Positions Held

Director, Cultural Resources Facility, Department of Anthropology, Humboldt State University (7/2001 – 2018) Responsibilities: Provide professional cultural resources services to Northwest California Tribes, as well as Federal, State, and local agencies. Implement and meet the full range of State and Federal legislative mandates regarding prehistoric and historic cultural resources. Provide services for most of the tribal, federal, state, and local governments in Northwest California as well as many local businesses and private individuals. Complete a variety of field tasks in an efficient and timely manner including: reconnaissance, site mapping, excavation, NAGPRA assistance, historical research, Historic Preservation evaluations, and construction monitoring.

Lecturer, Humboldt State University (1/1994-6/2001); (8/2010 – 2017) Responsibilities: Teach courses covering Archaeological Field Methods, Northwest California Archaeology, and Archaeological Method and Theory.

Private Consultant –Roscoe and Associates (9/1988-present) Responsibilities: Conduct cultural resource investigations on over 400 projects in Del Norte, Humboldt, Trinity, Lake, Mendocino, and Sonoma Counties in Northwestern California. All contractual obligations have been fulfilled successfully and in a timely manner.

Assistant Field Director (6/1989-8/1989) University of California at Davis, Archaeological Field School, Fort Bragg, California. Responsibilities: Instruct students in excavation techniques and help implement study of five prehistoric archaeological sites at MacKerricher State Park.

Instructor, College of the Redwoods, Humboldt County (8/1989-12/1989 & 1/1994-6/1994)

Responsibilities: Teach courses on contemporary United States history (U.S. History III) and Introduction to Archaeology.

Teacher, Eureka High School (1/1985-2013) Responsibilities: Prepare and Implement lesson plans for semester courses in Anthropology, Economics, Civics, World History, and U.S. History.

Site Supervisor and Instructor, Santa Rosa Junior College (7/1987-8/1987) Responsibilities: Instruct students in prehistoric excavation techniques and implement excavation of a coastal Sinkyone archaeological site in Shelter Cove, California during the 1987 summer field school.

Assistant Archaeologist, Redwood State Park (4/1983-11/1984) Responsibilities: Complete archaeological field survey, excavation, and research reports. Conduct liaison work with local Native American groups.

Staff Archaeologist, The Cultural Resources Facility, Sonoma State University, Rohnert Park, California (1979-1985) Responsibilities: Proposal writing, report preparation, project planning, and field direction as site supervisor or crew chief. Involved in the excavation of over 30 prehistoric and historic archaeological sites and the survey of over 30,000 acres in Northern California.

Seasonal District Archaeologist, Lower Trinity Ranger Station, Six Rivers National Forest, Eureka, California (Summer 1979) Responsibilities: Prefield research, field survey, report preparation, and oral history interviews.

Selected Papers and Publications

“The Gunther Island Site Revisited” Paper presented at the State of Jefferson Annual Meeting, Humboldt State University, February 1990.

“An Ethnohistory of the Mattole” Thesis submitted as partial fulfillment for the degree of Master of Arts, Sonoma State University.

“Temporal and Spatial Distribution of Concave Base Projectile Points from the North Coast Ranges, California” (with Greg White, Terry Jones, and Larry Wiegel) Journal of California and Great Basin Anthropology Vol. 4 No 2, pp 67-79, 1982.

“Is the Borax lake Complex or Does the Borax Lake Pattern?” Paper, presented at the Society for California Archaeology Annual Meeting, Redding, April 1980.

“Privy Pistols from the Golden Eagle Site” Paper, presented at the Society for California Archaeology Annual Meeting, Redding, April 1980.

“Spatial and Chronological Data on the Wide Stem Projectile Point Type” Paper, presented at the Society for California Archaeology Annual Meeting, Redding, April 1980.

“Metal in Historical Archaeology at the Golden Eagle Site” Edited by Marley Brown, Mary Praetzellis, Adrian Praetzellis, and Suzanne Stewart. The Redevelopment Agency of the City of Sacramento. P. 121 July 1980.

“The Mattole Valley – Economic Survival in a Rural Community” Barnum Award Paper.

Appendix B

Professional Services Agreement

APPENDIX B - PROFESSIONAL SERVICES AGREEMENT

GHD has reviewed Attachment B Professional Services Agreement and B.1 Federal Contract Provisions and does not have any objections.



**McKinleyville Community Services District
PO Box 2037, McKinleyville California 95519
Telephone (707) 839-3251 - FAX (707) 839-8456**

Professional Services Agreement

This Professional Services Agreement (this “Agreement”) is made and entered between the parties listed below as of the date(s) set forth below. For your protection, make sure that you read and understand all provisions before signing. The terms recited as sections a through u on Pages 3 through 7 are incorporated in this document and, along with this page, constitute material terms and conditions of the Agreement between the parties.

TO: Nathan Stevens / GHD DATE: March 7, 2024
718 3rd Street Agreement No. 2024-03
Eureka, Ca. 95501

The undersigned Consultant offers to furnish the following services (the “Services”):

As described in the proposal submitted by Consultant dated 2/21/2024, which is attached hereto as **Exhibit A** and incorporated herein by reference. The Services shall be provided on a time and materials basis not to exceed the amounts described in **Exhibit A**, which is attached hereto and incorporated herein by reference. The scope of work for this project includes the following:

Consulting Services for Phase One of the Fischer Sewer Lift Station Seismic Retrofit Project by providing project management, engineering, environmental and assisting the District with the administration and management of the Hazard Mitigation Grant program as detailed in Exhibit A.

Phase One- Preliminary Analysis and Investigation

- Task 1: Project Management
- Task 2: Grant Administration
- Task 3: Geotechnical Investigation
- Task 4: Preliminary Engineering Design
- Task 5: Environmental Special Studies
- Task 6: NEPA/CEQA Special Studies
- Task 7: Phase Two Project Management
- Task 8: Phase Two Grant Administration
- Task 9: Final Engineering Design
- Task 10: Construction Management

Contract Price:	Not To Exceed	\$410,031.47
Payment Intervals	Monthly	
Completion Date	12/31/2024	

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

Accepted: McKinleyville CSD

Consultant: GHD

(Business Name)

By Patrick Kaspari

By _____

Title General Manager

Title _____

Other authorized representative(s):

Other authorized representative(s):

Operations Director - James Henry

Consultant agrees with McKinleyville Community Services District that:

- a. **Indemnification.** To the fullest extent permitted by law and consistent with California Civil Code §2782.8(a), Consultant will, indemnify, defend, and hold harmless McKinleyville Community Services District, its directors, officers, employees, and authorized volunteers (collectively "District") from and against all claims, demands and damages of all persons and entities that arise out of the Consultant's negligent acts or omissions, recklessness, or willful misconduct in the performance (or non-performance) of the Services under this Agreement. Consultant shall not be obligated to defend or indemnify the District from and against all claims, demands and damages that arise out of, pertain to, or relate to the District's own negligent acts or omissions, recklessness, or willful misconduct or the negligent acts or omissions, recklessness, or willful misconduct of others.
- b. **Standard of Care.** In providing the Services under this Agreement, Consultant shall exercise that degree of skill and care ordinarily used by other reputable members of Consultant's profession, practicing in the same or similar locality and under similar circumstances.
- c. **Workers Compensation Insurance.** By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Consultant will comply with such provisions before commencing the performance of the professional services and work under this Agreement. Consultant and sub-consultants will keep workers' compensation insurance for their employees in effect during all Services covered by this Agreement.
- d. **Professional Liability Insurance.** Consultant will file with McKinleyville Community Services District, before beginning professional services, a certificate of insurance satisfactory to the McKinleyville Community Services District evidencing professional liability coverage of not less than \$1,000,000 per claim and annual aggregate, requiring 30 days notice of cancellation (10 days for non-payment of premium) to McKinleyville Community Services District. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by McKinleyville Community Services District. The retroactive date (if any) is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the contract Services. Consultant shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the Consultant employs other consultants (sub-consultants) as part of the Services covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant provides insurance coverage deemed appropriate by Consultant for the role of the subconsultant under this contract.
- e. **Insurance Certificates.** Consultant will file with McKinleyville Community Services District, before beginning professional services, certificates of insurance satisfactory to McKinleyville Community Services District evidencing general liability coverage of not less than \$1,000,000 per occurrence (\$2,000,000 general and products-completed

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

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

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

- l. **Ownership of Drawings and Samples.** Consultant shall submit promptly for all drawings, details, samples and other data required or specifically requested by McKinleyville Community Services District in connection with provision of the Services, and such drawings, details, samples and other data created in connection with performance of the Services and provision of the work shall constitute the property of the McKinleyville Community Services District.
- m. **Compliance with Law/Safety.** In performance of the Services, Consultant shall, at its expense, exercise due professional care, comply strictly with, and cause all sub-consultants to comply strictly with, all laws, orders, rules and regulations of governmental authorities, including those relating to the storage, use or disposal of hazardous wastes, substances or materials, and including the procurement and payment for all necessary permits, certificates and licenses required in connection with the Services. If either Consultant or McKinleyville Community Services District receives notice of any violation by Consultant of any laws relating to Consultant or McKinleyville Community Services District receives notice of any violation by Consultant of any laws relating to Consultant's (or sub-consultants) services or work provided hereunder, such party shall promptly inform the other party in writing of the existence thereof. Consultant shall comply with all applicable laws relating to safety, including without limitation the Occupational Safety and Health Act of 1970 as it may be amended from time to time, and all regulations and standards issued pursuant thereto. Consultant shall conform to the current prevailing standards of safety practice.
- n. **Equal Opportunity.** In the performance of the Services there shall be no discrimination on account of race, religion, sex, sexual orientation, age or national origin and Consultant shall comply with applicable federal, state and local laws and regulations pertaining to fair employment practices, including without limitation the provisions of Executive Order 11246 as amended by the President of the United States and the rules and regulations issued pursuant thereto, unless exempted.
- o. **Termination.** McKinleyville Community Services District may, at its option, terminate this Agreement without cause at any time. If at the time of any such termination, any Services have already been provided by Consultant but are unpaid for, McKinleyville Community Services District's only obligation, if Consultant is not in default, shall be to pay for such Services actually provided by Consultant prior to the date of termination. Upon receipt of notice of termination, Consultant shall immediately stop all performance hereunder except as otherwise directed by McKinleyville Community Services District, and if Consultant is not in default, McKinleyville Community Services District shall pay to Consultant (a) the prorata portion of the agreed price based on the percentage completion of the Services which was satisfactorily completed at the time of termination, and (b) the actual net costs incurred by Consultant directly connected with the Services that was not completed prior to the date of termination; provided, however, that under no circumstances shall the total under (a) and (b) exceed the contract price stated on page one (1) of this Agreement, above. Upon such payment, title to any such items or uncompleted Services shall, at McKinleyville Community Services District's option, pass to McKinleyville Community Services District.

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

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



Our ref: 12630241

February 28, 2024

Pat Kaspari
McKinleyville CSD
1656 Sutter Road
McKinleyville, CA 95519

RE: Scope of Work for Fischer Sewer Lift Station Seismic Retrofit

Dear Pat,

Thank you and the review panel for your recommendation to award the engineering, environmental review and compliance, permitting, construction management, and grant program management for the Fischer Sewer Lift Station Seismic Retrofit Project to GHD. We greatly appreciate the opportunity to assist you with this important infrastructure project and look forward to continuing our partnership with the District.

GHD understands McKinleyville Community Services District's (MCSD or District) plan to seismically retrofit the existing Fischer Sewer Lift Station (Fischer LS) to provide resiliency and reduce the risks to the District's largest sewer lift station. In the event of an earthquake, damage to the Fischer LS could result in a loss of wastewater services for a significant portion of the community served by the District as well as potential impacts to human health and the environment. A seismic evaluation and associated retrofit of the concrete block building, replacement of the four vertical self-priming centrifugal pumps and motors, seismic bracing and support of the pipes and pumps, and replacement of the motor control center (MCC) and other electrical equipment will reduce the risk of the Fischer LS failing in a seismic event.

Due to the nature of the FEMA Hazard Mitigation Grant funding, the project will be split into two phases. Each phase will include project management and grant administration services. Phase One activities will include a geotechnical investigation, preliminary engineering design, special studies to facilitate regulatory compliance, and the completion of CEQA documentation. Phase Two activities will include final engineering design, bid phase services, and construction management.

The following sections encompass GHD's scope and budget for the Phase One and Phase Two services requested by the District.

Phase One

Task 1 Phase One Project Management

Phase One project management tasks will be limited to setting up the project in GHD's accounting system; preparing, reviewing, and distributing monthly invoices; and communication / coordination with District staff and GHD internal staff that is otherwise unrelated to specific tasks as outlined below.

Coordination will include a kick-off meeting with the District to review project scope and schedule, discuss District preferences for planned improvements, collect information, and confirm lines of communication. Project coordination will also include virtual meetings with pertinent District staff to discuss work progress, schedule, and budget. GHD has budgeted for two coordination meetings in addition to the kickoff meeting. Additional regular communication with the District's project manager outside the coordination meetings will be done by phone to update the District on work performed and coordinate project activities.

Task 1 Assumptions

1. GHD attendees at coordination meetings will be limited to the project manager and project engineer.
2. Additional regular communication to update the District on work performed and coordinate project activities will be limited to an average of 2 hours per month for the GHD project manager.

Task 1 Deliverables

- Monthly invoices in electronic (PDF) format.
- Request for information issued to the District prior to the kick-off meeting in electronic (Microsoft Word) format.
- Kick-off meeting agenda and minutes in electronic (PDF) format.
- Coordination meeting agendas and minutes in electronic (PDF) format.

Task 2 Phase One Grant Administration

GHD will review all grant requirements and will coordinate activities with District staff to assist the District in complying with the funding agreement. We will also further coordinate with staff at the District, FEMA, and Cal OES for administration of the Hazard Mitigation Grant. We will direct the development of the project to be consistent with the approved scope and grant program. GHD will regularly coordinate with program staff regarding project grant scope, and as needed, will request scope confirmation on required project elements that may not explicitly be included in the grant scope. We will also complete the quarterly progress reports required under the grant and submit them to the District for review and submittal to Cal OES.

GHD will prepare an opinion of probable construction cost after completing the preliminary engineering design as detailed in Task 4. We will compare this estimate to the grant funding that the District has secured for construction. If necessary, we will prepare a budget increase request letter to the funders. This would be accompanied by a revised Benefit-Cost Analysis (BCA) that GHD would complete using FEMA's preferred software.

Task 2 Assumptions

1. If an updated BCA is required, the District will provide the original BCA file in a usable format.
2. If an updated BCA is required, the methodology used for the original BCA will result in a benefit-cost ratio (BCR) greater than 1 and will be acceptable to the funders.
3. A formal scope of work revision request to the funders will not be required.
4. GHD will provide up to 8 hours of support during Cal OES / FEMA review of the Phase One deliverables.
5. No other grant administration items not explicitly mentioned under this task will be performed without an adjustment in budget.

Task 2 Deliverables

- Quarterly status reports.
- Updated Benefit-Cost Analysis and associated budget increase request letter (if necessary).

Task 3 Geotechnical Investigation

Crawford & Associates, Inc. (Crawford) will perform the geotechnical investigation for this project. Their work on the project will be limited to the following tasks:

- Meet with the design team to discuss the project design.
- Review available geotechnical data.
- Visit the site to mark boring locations for USA North 811.
- Obtain Humboldt County boring permit.
- Drill, log, and sample one test boring to a depth of up to 50 feet below ground surface (bgs). Although the RFP called for four borings, we expect the subsurface conditions to be consistent at the lift station and not change significantly in a short distance, and one boring will be sufficient.
- Sample continuously in the upper 5 feet and at a minimum of 5-foot intervals thereafter. Standard Penetration Test and modified California samples will be driven to obtain samples and blow count information.
- Samples will be delivered to a laboratory for testing to obtain data required for the project design, which will be limited to the following: moisture content and unit weight; sieve analysis and plasticity index; strength tests such as unconfined compression and/or direct shear; and/or resistivity, pH, sulfate content, chloride content, and redox potential. These tests will be performed on representative soil samples as appropriate.
- Prepare a Geotechnical Report that will be limited to narrative for the following:
 - Scope of work and project description.
 - Subsurface exploration.
 - Soil and groundwater conditions.
 - Field and laboratory testing results.
 - Site geology and seismicity summary.
 - Corrosion potential evaluation.
 - Liquefaction evaluation.
 - Recommendations as needed for OSHA soil types, backfill placement and compaction, groundwater considerations, skin friction and passive resistance for thrust restraint design, liquefaction, and construction considerations.
 - Recommendations for lift station foundations and walls, and seismic design parameters, as needed.
 - Location/geologic/fault map and boring logs.

Task 3 Assumptions

1. Auger cuttings are assumed to be non-hazardous and will be spread out and left onsite.
2. A Humboldt County encroachment permit will not be required.
3. The District will provide right-of-entry.
4. Traffic control will not be required during subsurface exploratory activities.

Task 3 Deliverables

- Draft Geotechnical Report in electronic (Microsoft Word) format for District comment.
- Final Geotechnical Report in electronic (PDF) format.

Task 4 Preliminary Engineering Design

This task will consist of developing a conceptual layout for the new pumps, pipes, electrical equipment, and structural seismic retrofit components. GHD will prepare 30% design drawings that are sufficient to develop a project study boundary and project description, which are required to begin the CEQA and NEPA processes. The 30% design will provide project design concepts and a basis for development of an opinion of probable construction cost. GHD will prepare an AACE Class 4 opinion of probable construction cost for the work to confirm that construction costs will be within the allotted funding amount. The design will then be finalized under Task 9.

4.1 Preliminary General Design

The 30% general design will consist of drawings showing project location and vicinity, general project notes, design criteria, legends, and abbreviations. This subtask will also include development of an AACE Class 4 opinion of probable construction cost.

4.2 Preliminary Civil Design

This task will consist of a hydraulic evaluation, specifying pumps, and generating preliminary conceptual plan view drawings that show piping, pumps, fittings, and supports to make the system seismically resilient.

GHD will develop a system curve based on the existing drawings of the system. Additionally, GHD will facilitate the performance of a pump test of the Fischer and Hiller lift stations. The two lift stations pump into a common 16-inch main, which needs to be considered in the hydraulic analysis. GHD will develop a table of pumping scenarios to be run in the field by the District. The results of the pump testing will be compared to the calculated system curve. GHD will also evaluate District-supplied flow records to assist in specifying pumps to handle the anticipated range of flows efficiently and effectively. GHD will work with pump vendors to specify the most appropriate pumps to replace the existing pumps and will solicit District review and input to confirm that the selected pumps align with the District's needs.

One option that will be considered is installing new submersible pumps in the wet well, rather than installing vertical centrifugal pumps in the dry well like what is existing. There are pumps that have built-in clog detection and pump self-cleaning features, which make the pumps easier to maintain and keep the wet well cleaner for longer. Submersible pumps in the wet well could allow for the District to eliminate its grit chamber system, thereby eliminating system components from the maintenance program.

There are also several potential configuration options for selection of new dry pit pumps that have similar clog detection and self-cleaning features that could replace the existing shaft-driven pumps. Manufacturers are now making combined pump and motor assemblies for dry pit installation that can tolerate inundation. This is a more robust concept and not subject to the complexities and maintenance issues of a separate pump and motor connected by a long shaft. There are also several choices of dry well pumps. Such pumps can be either vertically or horizontally mounted. The choice of configuration depends on space and piping layouts. One of the benefits of horizontally mounted pumps is there is potential to include a service cart and rails that allow the pumps to be easily dismantled for inspection and cleaning using only hand tools. The service cart and rail option greatly simplifies regular impeller inspection and de-ragging.

Upon completion of the hydraulic evaluation and specifying pumps, GHD will prepare a brief Basis of Design Memorandum that is limited to the following:

- Summary and analysis of District-supplied data.
- System curve based on existing information and pump test results.
- Review of existing pump capacities.
- Summary of design flow.

- Pump options considered.
- Selected type, number, and size of pumps.
- Structural information as discussed in Section 4.3.

As a part of this task, GHD will also determine appropriate fittings and supports required to connect to the pumps and associated piping to provide adequate seismic resilience.

The 30% civil drawings will consist of preliminary plan view drawings for demolition and replacement of pumps and pipes. Typical details such as those for trenching (if required) and paving (if required) will also be included, but elevation drawings and details specific to this project will be completed under Task 9.

4.3 Preliminary Structural Design

GHD will review the existing 1976 record drawings for the lift station and information contained in the geotechnical report once it is completed. We will then perform a seismic evaluation and subsequent retrofit design. The goal of the seismic assessment will be to identify potential seismic deficiencies in the building and propose a retrofit strategy that brings the building into conformance with the current code.

The evaluation and design will be conducted using the International Existing Building Code (IEBC) and ASCE 41-17 (Evaluation and Retrofit of Existing Buildings) as referenced in the current building code. Per ASCE41-17 requirements, for a Risk Category III structure the building will be required to meet a "Damage control" structural performance objective (S-2) at the BSE-1E hazard level and "Limited Safety" structural performance objective (S-4) at the BSE-2E hazard level. See Table 1 for reference.

The BSE-1E seismic hazard represents a seismic event with 20% probability of exceedance in 50 years, and the BSE-2E seismic hazard represents an event with 5% probability of exceedance in 50 years. The "Damage control" performance level targets to minimize repair time and operation interruption and the "Limited Safety or Reduced Safety" performance level targets to provide the building a greater reliability of resisting collapse. See Figure 1 for illustration of target performance levels.

Table 1: ASCE 41-17 Basic Performance Objective for Existing Buildings

Risk Category	BSE-1E	BSE-2E
I and II	Life Safety Structural Performance	Collapse Prevention Structural Performance
	Life Safety Nonstructural Performance (3-C)	Hazards Reduced Nonstructural Performance ^a (5-D)
III	Damage Control Structural Performance	Limited Safety Structural Performance
	Position Retention Nonstructural Performance (2-B)	Hazards Reduced Nonstructural Performance ^a (4-D)
IV	Immediate Occupancy Structural Performance	Life Safety Structural Performance
	Position Retention Nonstructural Performance (1-B)	Hazards Reduced Nonstructural Performance ^a (3-D)

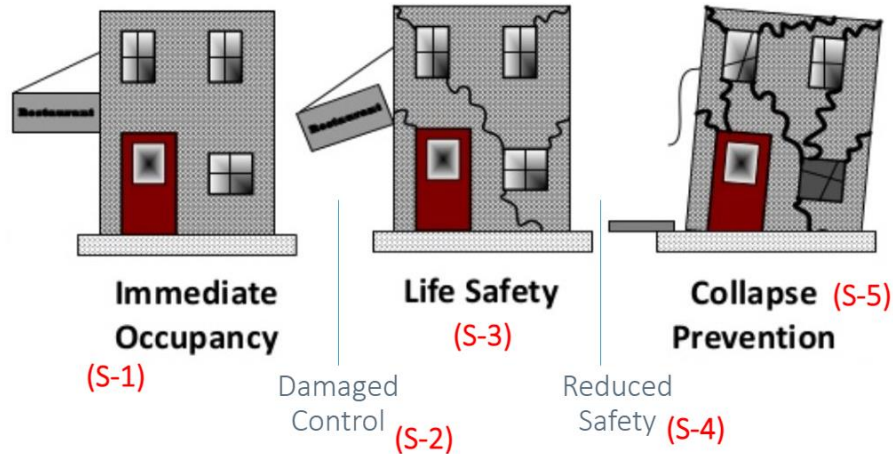


Figure 1: Illustration of ASCE 41-17 Performance Levels

GHD will conduct a visual condition assessment of the building to evaluate existing conditions and identify visible signs of decay of construction materials. After a review of the record drawings, geotechnical report, and condition assessment of the building, GHD will propose a cost-effective retrofit solution to bring the building into conformance with ASCE41-17 requirements. Deficiencies that are typically observed in CMU buildings from this era include lack of reinforcement within CMU walls, inadequate footing sizes, inadequate wall-to-roof connections, and inadequate wall-to-foundation connections. Rectifying these deficiencies could potentially include enlarging foundations, placing shotcrete on the CMU walls, reinforcing the CMU walls with Fiber-reinforced Polymer (FRP) products, and/or strengthening wall-to-roof and wall-to-footing connections with additional ties.

GHD will check the required capacity of the existing hoist and rail system and determine whether it will be sufficient for installation of the new pump and motor assemblies. For purposes of this scope, it is assumed that the existing rail crane system will have enough capacity for the new pumps and will not require retrofit. As an optional service for additional fee, if required or desired by the District, GHD can design a similar rail and trolley crane system within the dry pit to move the pumps into final position.

GHD will assess the existing seismic restraints for existing pipes, pumps and motors and propose retrofit connection details if the existing conditions do not meet ASCE41-17 performance objectives.

The Basis of Design Memorandum discussed in Section 4.2 will include a structural section that documents the reasoning that led to the selection of the recommended seismic retrofit scheme.

The 30% structural design submittal will consist of preparing preliminary structural plans that would identify a retrofit scheme of the existing building. Elevation drawings and details specific to this project, including equipment anchorage details will be completed under Task 9.

4.4 Preliminary Electrical Design

Under this task, GHD will determine the major electrical components to be installed for the project. This will be limited to MCC components (including new PLC(s), if required), pump starters, an ultrasonic level transmitter system to replace the existing bubbler system, and new power and communication wiring.

The radio system is relatively new and is anticipated to remain within the new MCC, and GHD's team will develop specifications that the contractor will follow to integrate and reinstate the radio system. This will be completed at a conceptual level for this task and finalized under Task 9.

The pumps are currently started with autotransformer reduced voltage starters. The installation of solid-state reduced-voltage starters ("soft starters") or variable frequency drives (VFDs) would allow for significantly less current draw during pump start. Due to minor cost differences between soft starters and VFDs, it is likely that

GHD will recommend the installation of new VFDs, but we will work with the District to determine what will be best operationally. VFDs would allow for further optimization of pump operation over a wider range of flows, which would allow for pumps to be sized slightly larger than currently required to accommodate for future growth while still running efficiently with current conditions. The addition of soft starters or VFDs would also likely allow for the removal of the existing surge tank outside the building.

The 30% electrical design submittal will consist of preliminary plan view drawings for demolition and replacement of electrical equipment. Standard details for key items will also be included, but elevation drawings, details specific to this project, conduit/cable and panel schedules, and a process and instrumentation diagram (P&ID) drawing will be completed under Task 9.

Task 4 Assumptions

1. Topographic surveying will not be required for design or construction of the project, and a basemap based on record drawings will be sufficient.
2. The District will perform pump testing based on input from GHD and will provide flow and pressure measurements prior to GHD performing the hydraulic evaluation.
3. GHD staff will not be required to be onsite during the pump test.
4. Pump test data will be sufficient for performing the hydraulic evaluation, and sewer modeling will not be required.
5. GHD will make reasonable assumptions regarding population growth and infiltration / inflow as it pertains to sizing pumps. GHD will work with the District to determine whether a more detailed analysis is required to forecast future flows. Any such additional scope may require additional compensation.
6. Contract documents and specifications will not be required under this task. The first draft of these items will be provided as a part of the 60% design submittal included under Task 9.
7. The Basis of Design Technical Memorandum will be limited to a summary of the evaluations and analyses performed and the reasoning that led to the recommended design approach based on those evaluations and analyses. It will not include an assessment or comparison of alternatives.
8. The opinion of probable construction cost will be developed for the design approach recommended by GHD as confirmed by the District. Separate cost estimates will not be developed for a comparison of alternatives.

Task 4 Deliverables

- Two 11 x 17 hard copies and one electronic copy (in PDF format) of the 30% design drawings.
- Draft Basis of Design Technical Memorandum in electronic (Microsoft Word) format.
- Final Basis of Design Technical Memorandum in electronic (PDF) format.
- AACE Class 4 opinion of probable construction cost in electronic (PDF) format.

Task 5 Environmental Special Studies

GHD will perform special studies and prepare associated documentation required for CEQA and NEPA compliance. Based on anticipated project impact areas, GHD will conduct a site-specific wetland delineation, evaluation of biological resources including special status plant survey, and Sensitive Natural community (SNC) mapping, and a cultural resources study within the project study boundary (PSB) to support CEQA and NEPA documentation for the project. The PSB will be determined as a part of the Preliminary Engineering Design and will include all areas of ground disturbance associated with the project. Preliminarily, the PSB will include the 0.46-acre disturbance area within the fencing at the site, in addition to another potential contractor staging area adjacent to the site to be identified by the District prior to surveys being performed. It is assumed that the final PSB will be less than one acre.

5.1 Wetlands Delineation

A GHD wetland scientist team will complete a delineation of three-parameter wetlands within the PSB. Three-parameter wetlands (which are typically Waters of the U.S. and/or State) contain hydric vegetation, hydric soils, and wetlands hydrology in accordance with the USACE Wetlands Delineation Manual (USACE 1987) and Regional Supplement to the USACE Wetland Delineation Manual: Western Mountains, Valleys and Coast Region (USACE 2010). Three-parameter wetlands are regulated by the USACE and Regional Water Quality Control Board, and the location and area of wetlands to be affected or avoided by the Project will be required during coordination with the USACE and RWQCB.

Vegetation and soil data will be collected at transects across the presumed wetland boundary with two plots (upland/wetland) per transect (intermediate plots may be placed without collection of data as appropriate). Soil pits will be dug to approximately 16 inches. Data on soil color, texture, and redoximorphic features will be collected. Data on hydrologic conditions will be collected if observed. Vegetation data collection will consist of listing the five dominant species at each plot. The species will then be classified as to whether they are wetlands indicators using the most current standard reference for plant wetlands indicators: National Wetland Plant List: Western Mountains, Valleys, and Coast 2012 Final Regional Wetland Plant List (Lichvar 2012).

Maps and a Wetland Delineation Report will be prepared according to USACE standards. The draft memorandum will be available to the District for comment. The Final Wetland Delineation Report will be completed within two weeks of receiving comments from the District.

5.2 Biological Resources Evaluation

GHD will complete a biological resources evaluation (BRE), which will include a review of special status species databases, reconnaissance survey, and SNC mapping within the PSB. Databases include the following: the California Department of Fish and Wildlife's Natural Diversity Database (CNDDDB), the California Native Plant Society's Inventory of Rare and Endangered Vascular Plants, and lists provided by the U.S. Fish and Wildlife Service and National Marine Fisheries Service. The BRE will include a table of special status species, their suitable habitat, and each species' potential to occur in the PSB, based upon available habitat that was observed in the reconnaissance survey and via aerial imagery. The BRE will focus on potential impacts to special status plants and wildlife and other protected resources (such as SNCs), as well as the key topics in the following sub-sections. A BRE includes language and determinations specific to the Endangered Species Act and is therefore a suitable report to utilize for compliance with NEPA under this federal funding source. The Draft BRE will be sent to the District for review. GHD will finalize the BRE within two weeks of receiving comments from the District.

5.2.1 Sensitive Natural Community Mapping

GHD will consult the database review findings described in the BRE to evaluate potential SNCs within the PSB. During the site survey, SNCs would be analyzed using the CDFW Rapid Assessment Releve form, and if present, SNCs would be mapped using a GPS Trimble unit or tablet PC. SNCs will be classified using A Manual of California Vegetation, by Sawyer, Keeler-Wolf, and Evens (2009). The findings of the SNC survey will be included in the BRE.

5.2.2 Special Status Plant Survey

Up to two seasonally appropriate special status plant surveys will occur within the PSB by a qualified GHD botanist. It is anticipated that the first survey will be conducted in the spring (March/April) and the second will be conducted in the summer (June/July). The site visits will be conducted at an appropriate season to locate flowering individuals. The survey will be conducted by walking the site and recording observed special status plant species. The findings of the special status plant survey will be included in the BRE.

5.3 Hazardous Materials Investigation

Guzi-West will conduct an asbestos and lead hazardous materials assessment (survey) of the piping, electrical equipment, building, and other infrastructure potentially impacted by planned project work. They will perform a single limited sampling survey of suspect asbestos containing materials (ACM) and identified lead containing paints/coatings potentially impacted by project work. Guzi-West will collect sufficient asbestos samples and surface coating samples for laboratory analysis. Suspect samples will be collected, chain of custody forms will be completed, and laboratory analysis will be completed.

Guzi-West will produce a single written asbestos and lead assessment report based upon the data collected at the project site. The report will be limited to specifying the sampling methodology, analytical methods, locations of any ACM and/or lead-based paint, applicable federal, state, and local regulations, and general recommendations.

5.4 Cultural Resources Investigation

Given the location of the project, a cultural resources investigation is proposed to be completed by Roscoe and Associates. The cultural resources investigation will include pre-field research, a field survey, consultation with the Native American Heritage Commission, and outreach to local Native American tribes. A draft cultural resources report will be provided for District review and comment prior to issuance of a final cultural resources report.

Roscoe will also prepare a letter for the District to place on letterhead and use as a part of the AB 52 consultation process. The outreach process described in the above paragraph will also be utilized to facilitate the AB 52 process.

Task 5 Assumptions

1. Protocol level wildlife surveys are not included in this scope of work.
2. Site access will be granted by the District.
3. The PSB is less than one acre.

Task 5 Deliverables

- Draft and Final Wetlands Delineation Report in electronic (Microsoft Word and PDF) format.
- Draft and Final Biological Resources Evaluation in electronic (Microsoft Word and PDF) format.
- Draft and Final Cultural Investigation Report in electronic (Microsoft Word and PDF) format.
- Correspondence letter for completion of the AB 52 consultation process.
- Draft and Final Lead and Asbestos Report in electronic (Microsoft Word and PDF) format.

Task 6 CEQA Compliance

6.1 Notice of Exemption

GHD will prepare a Notice of Exemption (NOE) using the Office of Planning and Research's current NOE form. GHD will prepare a brief written internal memo to document the reasoning behind why the project is categorically exempt from CEQA.

Task 6 Assumptions

1. The scope and fee for this task are given assuming that an Initial Study (IS) and a Mitigated Negative Declaration (MND) with an associated Mitigation Monitoring & Reporting Plan (MMRP) will not be required for this project, and that a Notice of Exemption will be sufficient to satisfy CEQA.
2. The District will file the NOE with Humboldt County and pay all associated filing fees.
3. NEPA documentation will be completed by FEMA, and GHD will not be required to provide any documentation for NEPA other than the items of work explicitly noted under Task 5.
4. No other permitting will be required (e.g., Humboldt County building permit, NPDES stormwater discharge permit, etc.).

Task 6 Deliverables

- Draft and final internal categorical exemption documentation memorandum in electronic (Microsoft Word and PDF) format.
- Draft and final CEQA Notice of Exemption in electronic (PDF) format.

Phase Two:

It is assumed that Phase Two services will not begin until after the funders award Phase Two funding for the project to the District. Phase Two services will be limited to the following tasks.

Task 7 Phase Two Project Management

Phase Two project management tasks will be limited to preparing, reviewing, and distributing monthly invoices and communication / coordination with District staff and GHD internal staff that is otherwise unrelated to specific tasks as outlined below. Regular communication with the District's project manager will be done by phone to update the District on work performed and coordinate project activities.

Task 7 Assumptions

1. Regular coordination meetings will not be held during Phase Two. Meetings will be limited to the design review meetings to discuss District comments on the 30%, 60%, and 90% submittals and are budgeted for under Task 9.
2. Regular communication to update the District on work performed and coordinate project activities will be limited to an average of 2 hours per month for the GHD project manager.

Task 7 Deliverables

- Monthly invoices in electronic (PDF) format.

Task 8 Phase Two Grant Administration

Under Phase Two, GHD will continue to direct the development of the project to be consistent with the approved scope and grant program. GHD will regularly coordinate with program staff regarding project scope, and as needed, will request scope confirmation on required project elements that may not explicitly be included in the scope. We will also complete the quarterly progress reports required under the grant and submit them to the District for review and submittal to Cal OES.

After construction is complete, GHD will prepare a grant closeout package for submission to Cal OES, which will be limited to the following:

- Closeout report noting project accomplishments and results, a summary of inspections, and a planned maintenance activities statement.
- Final claim form.
- Project budget summary.
- Compilation of inspection reports and photographs.
- Final reimbursement request form.

Task 8 Assumptions

1. No other grant administration items not explicitly mentioned under this task will be performed without an adjustment in budget.

Task 8 Deliverables

- Quarterly status reports.
- Grant closeout package.

Task 9 Final Engineering Design

This task will be a continuation and refinement of the preliminary design developed as a part of Task 4 for the general, civil, structural, and electrical disciplines. GHD will prepare detailed design documents consisting of drawings, technical specifications, and procurement and contracting requirement documents.

The drawings and specifications will provide construction-level detail for sequencing and constraints, demolition, construction of structural seismic retrofit components, construction of new piping and fittings, painting of new piping, installation of pumps, installation of new electrical and controls equipment, startup, and testing. GHD will provide structural equipment anchorage details for new pieces of equipment.

There is no option in place for pumping around the Fischer LS, and installing such a system would take considerable effort from both a design and construction standpoint. Given that, it is necessary that the lift station remain operable during construction. The lift station wet well, plumbing, and electrical system were designed so that the station can operate on two pumps while the other half of the station is down. GHD will determine the necessary requirements and recommended sequencing for construction to eliminate issues with maintaining service during construction. For example, the contractor will likely need to provide some temporary 120-volt power wiring to keep specific auxiliary systems in service during construction, such as the existing main programmable logic controller (PLC).

GHD will prepare bid documents detailing procurement and contracting requirements for the project utilizing GHD's standard specifications and front-end documents, except for the District's Standard Construction Contract document. These documents will include all requirements related to the Hazard Mitigation Grant Program.

GHD will prepare submittal documents for review and comment by the District and will conduct design review meetings with pertinent District and GHD staff. We will then incorporate review comments received from the District into the next submittal. The design review for the 30% submittal completed under Task 4 will occur under this Task 9. Design documents and review meetings will also be provided at the 60% and 90% completion levels under this task. Final issue for bid documents will be prepared after incorporating District comments on the 90% design submittal package.

GHD will prepare an AACE Class 2 opinion of probable construction cost at the 60%, 90%, and issue for bid completion levels.

Task 9 Assumptions

1. The District will provide a copy of its Standard Construction Contract Agreement in Microsoft Word format for incorporation with the bid documents.
2. GHD's standard procurement and contract requirement specifications will be used.
3. The District will review documents for conformance with District bidding requirements and will provide written comments for required modifications.
4. GHD's CAD standards will be utilized.

Task 9 Deliverables

- Two hard copies and one electronic copy of the detailed design drawings (11 x 17) and specifications provided at the 60% and 90% completion levels. Electronic drawings will be in PDF format. Electronic specifications will be in Microsoft Word format.
- Two hard copies and one electronic copy of the bid documents. Hard copy drawings will be 11 x 17. The electronic copy of drawings will be in PDF and AutoCAD format. The electronic specifications will be in PDF format.
- Opinion of probable construction cost at the 60%, 90%, and final completion levels in electronic (PDF) format.
- Agendas and meetings from the design review meetings in electronic (PDF) format.

Task 10 Construction Management

After design is complete, GHD will provide bid period assistance and will organize and lead a pre-construction kickoff meeting with the District and selected contractor. GHD will then perform construction management services throughout construction of the project.

10.1 Bid Period Assistance

GHD will provide the following services to assist the District in selecting a contractor to perform the work associated with construction of the project:

- Provide copies of bid documents and bid addenda in PDF format to the plan distribution centers in Humboldt County, Redding, and Sacramento and will send bid documents to the contractor list assembled by the District in consultation with GHD.
- Distribute bid documents, maintain a plan holders list, issue addenda, and issue a final notice of award.
- Participate in a pre-bid meeting and site tour for prospective bidders. Prepare summary meeting notes.
- Assist the District in answering bidder questions and prepare up to three addenda to clarify, correct, or change the bidding documents.
- Assist the District in evaluating bids, preparing a bid tabulation, and in assembling and awarding the contract for the work.

Task 10.1 Assumptions

1. The District will pay fees for advertising the bid.
2. The bid period will be 4 to 6 weeks long.
3. There will be a maximum of three addenda.

4. There will be no bid protests.
5. The project will not be re-bid.

Task 10.1 Deliverables

- Pre-bid meeting summary notes in electronic (PDF) format.
- Advertisement, distribution of bidding documents, plan holders list, bid addenda, and final Notice of Award in electronic (PDF) format.
- Written recommendation in electronic (PDF) format for bid award.

10.2 Construction Inspection

GHD will provide a construction inspector to monitor conformance of the Contractor's work with the Contract Documents. Inspection duties will be split between multiple staff members. With assistance and oversight from the project manager, the inspector will provide the following services during construction:

- Prepare agendas and lead bi-weekly construction progress meetings with Contractor and District. Provide written meeting notes.
- Prepare daily reports documenting daily construction activities.
- Receive, log, and transmit RFIs, submittals, substitution requests, and change orders.
- Report nonconformance and construction deficiencies to the contractor and District.
- Assist in reviewing and negotiating change orders and provide review and preliminary recommendations for Contractor's applications for payment.
- Monitor work progress and report Contractor's nonconformance (if any) with approved construction schedule.
- Review Contractor's as-built plans to verify that approved deviations, and changes found in the field, have been documented.
- Assist in preparation of the substantial completion walkthrough and punch list development.

Task 10.2 Assumptions

1. Total construction period of 100 calendar days with 70 days of construction, one hour per day of travel time / gathering / unloading materials, and one hour per day for preparing each daily observation report and managing photos. If construction period extends beyond 100 calendar days, or if a greater level of inspection effort is required than as stated herein, a contract amendment will be required to cover the additional services.
2. Due to the nature of the construction and the fact that most items of work will not be buried and can be inspected after installation, it is assumed that construction inspection will be required an average of two hours per day on-site. If additional on-site time is required, additional compensation will be required.
3. On-site inspection will be paid at State prevailing wages.
4. The contractor will be required to provide the services of an independent testing laboratory for necessary special inspections and materials testing. Contractor will perform all coordination and scheduling of special inspections and materials testing.
5. The District will prepare and submit the PWC-100 form directly to the State Department of Industrial Relations to obtain the project DIR number.
6. Labor compliance document review, equal employment opportunity (EEO) and disadvantaged business enterprise (DBE) interviews, tracking and reports are not included in GHD's scope and will be the responsibility of the District and contractor.

Task 10.2 Deliverables

- Daily site observation reports in PDF format and construction photos in .jpeg, .tiff, or other suitable format.
- Agendas and meeting minutes for construction progress meetings in Word and PDF format.

10.3 Engineer Site Visits

During construction, in addition to the construction inspector, GHD's Engineer of Record will make visits to the site once weekly to observe the progress and quality of Contractor's executed work over the assumed construction period. Based on information obtained during such visits and observations, GHD will determine in general if the work is proceeding in accordance with the contract documents and will keep the District informed of the progress of the work.

Task 10.3 Assumptions

1. Total construction period of 100 calendar days.
2. The Engineer of Record will spend two hours per week for site visits, including travel time. If more time is required due to unforeseen construction issues, additional budget may be required.

Task 10.3 Deliverables

- Site visit observation reports in PDF format.

10.4 Office Engineering

GHD will provide the following office engineering services during the construction period.

10.4A Requests for Information

GHD will provide clarifications and will respond to RFIs submitted by the Contractor. Clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents.

Task 10.4A Assumptions

1. Effort is based on receipt of up to 10 RFIs at 2 hours of professional time each.

Task 10.4A Deliverables

- Responses to RFIs in Word and PDF format.

10.4B Submittals

GHD will review submittals and shop drawings furnished by the contractor and provide written review comments. The term submittal used herein includes technical submittals, shop drawings, samples, operations and maintenance manuals, and product data required to be submitted by the Contractor. Review will be for substantial conformity with the intent of the contract documents. Such review shall be only for conformance with the design concepts and general compliance with the project's contract documents. It shall not include review of quantities, dimensions, weights or gauges, fabrication processes, construction methods, coordination with the work of other trades, or construction safety precautions, all of which are the sole responsibility of the contractor.

Task 10.4B Assumptions

1. Effort is based on the receipt of up to 25 submittals, including resubmittals, each requiring on average 3 hours of professional time.

Task 10.4B Deliverables

- Written submittal responses to Contractor in PDF format.

10.4C Change Orders

GHD will review notices and correspondence issued by the Contractor and provide a written opinion of the validity of Contractor request for change orders or potential change orders.

Task 10.4C Assumptions

1. Effort is based on assistance in preparing six change orders at 4 hours each, including meetings to discuss if necessary.

Task 10.4C Deliverables

- Written opinions of validity of Contractor's request for change order in PDF format.

10.4D Applications for Payment

GHD will review Contractor's applications for payment and recommend amounts for payment. Such recommendations of payment will constitute representation to the District, that, to the best of GHD's knowledge, information, and belief, that the Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents, and the conditions precedent to the Contractor being entitled to such payment appear to have been fulfilled insofar as it GHD's responsibility to observe Contractor's Work.

Task 10.4D Assumptions

1. Effort is based on assistance in reviewing up to 7 applications for payment from the Contractor, including resubmittals, at 1 hour each.

Task 10.4D Deliverables

- Written recommendations for payment in PDF format.

10.5 Project Closeout

10.5A Punch List and Notice of Completion

GHD will participate in one project walkthrough to determine if the work is substantially complete. GHD will assist in the preparation of a punch list (initiated by GHD) to be provided for the contractor's action or correction prior to final completion of the work. When found to be substantially complete, GHD will issue a notice of substantial completion.

GHD will participate in a second project walkthrough to determine if the work is complete. If found to be complete, GHD will make written recommendation that the District issue a final Notice of Completion, make final payment, and accept the work.

Task 10.5A Assumptions

1. Effort is based on conducting up to two project walkthroughs inclusive of substantial completion and final completion.

Task 10.5A Deliverables

- Notice of substantial completion with associated punch list in Word format.
- Written recommendation for final completion in Word format.

10.5B Record Drawings

GHD will prepare record drawings for the project using the drawing markups of construction changes provided by the Contractor and GHD's construction inspector.

Task 10.5B Assumptions

1. Effort is based on updating 33 drawings, each requiring an average of 0.5 hours for a drafter, in addition to input and reviews from the construction inspector and project manager.

Task 10.5B Deliverables

- Two 11 x 17 hard copies, and electronic copies (PDF and AutoCAD format) of the record drawings.

Schedule

GHD is ready to begin work on this project upon receiving a signed contract from the District. It is our understanding that this contract will be taken to the Board for approval at the March 6, 2024 Board meeting. The proposed schedule for key project milestones in Phase One is as follows:

Table 2 Phase One Project Schedule

Event	Completion Date
District Board approval of contract	March 6, 2024
Notice to proceed with Phase One	March 7, 2024
Wetland delineation and first special status plant survey	March / April, 2024
Geotechnical subsurface exploration	End of April, 2024
Draft Cultural Resources Report	May 30, 2024
District comments on draft Cultural Resources Report	June 13, 2024
Final Cultural Resources Report	June 27, 2024
Second special status plant survey	June / July, 2024
Draft Geotechnical Report	June 13, 2024
District comments on draft Geotechnical Report	June 27, 2024
Final Geotechnical Report	July 18, 2024
Wetlands Delineation Report	August 29, 2024
Biological Resources Evaluation	August 29, 2024
Draft Basis of Design (BOD) Technical Memorandum	September 12, 2024
District comments on draft BOD Technical Memorandum	September 26, 2024
Final BOD Technical Memorandum	October 10, 2024
30% plans and opinion of probable construction cost	October 24, 2024
Draft Lead and Asbestos Report	November 7, 2024
CEQA Notice of Exemption	November 7, 2024
District comments on draft Lead and Asbestos Report	November 21, 2024
Final Lead and Asbestos Report	December 5, 2024

The beginning of Phase Two of the project is contingent upon Cal OES / FEMA awarding Phase Two funding. The schedule in Table 3 is provided relative to an assumed Phase Two funding award date of January 2026. The schedule may need to be modified based on when Phase Two funding is awarded relative to the construction season and grant completion date.

Table 3 *Phase Two Project Schedule*

Event	Completion Date
District comments on 30% design	February 19, 2026
60% plans, specifications, and cost estimate	May 21, 2026
District comments on 60% submittal	June 11, 2026
90% plans, specifications, and cost estimate	August 6, 2026
District comments on 90% submittal	August 27, 2026
Final plans, specifications, and cost estimate	September 24, 2026
Bid project	November / December 2026
District executes construction contract with contractor	January 2027
Contractor kickoff meeting	March/April 2027
Construction	May 2027 through July 2027

Professional Service Fee

GHD will provide the scope of services described above on a time and materials, not to exceed basis at our standard labor rates in place at the time of execution of the work as follows:

Table 4 Professional Service Fee

Task	Fee
Task 1 – Phase One Project Management	\$13,133.31
Task 2 – Phase One Grant Administration	\$8,155.87
Task 3 – Geotechnical Investigation	\$33,202.85
Task 4 – Preliminary Engineering Design	\$71,128.77
Task 5 – Environmental Special Studies	\$33,013.06
Task 6 – CEQA Compliance	\$1,951.50
Task 7 – Phase Two Project Management	\$8,948.60
Task 8 – Phase Two Grant Administration	\$6,471.95
Task 9 – Final Engineering Design	\$112,111.72
Task 10 – Construction Management	\$121,913.84
Total Fee	\$410,031.47

The budget provided for each task is an estimate, and GHD reserves the right to reallocate budget between tasks if required.

As always, we appreciate the opportunity to assist you on this project. Please do not hesitate to call me if you have any questions.

Regards,



Nathan Stevens, PE
Project Manager

(707) 267-2204
nathan.stevens@ghd.com

Copy to: James Henry, MCSD
Casey Raines, GHD

Enclosed: Fee Spreadsheet

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McKinleyville Community Services District

BOARD OF DIRECTORS

March 6, 2024

TYPE OF ITEM: **INFORMATIONAL**

ITEM: D.6 **2023 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 2023 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, and all results of testing were in compliance with our National Pollution Discharge Elimination System (NPDES) Permit requirements. The Wastewater Management Facility (WWMF) continues to have outstanding performance since its 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 2023 Wastewater Management Facility Annual Report

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McKinleyville Community Services District



ANNUAL WASTEWATER MANAGEMENT FACILITY MONITORING & DISCHARGE REPORT FOR 2023

NPDES No. CA0024490
WDID No. 1B820840HUM
ORDER No. R1-2018-0032

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

February 15, 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 2023**

The McKinleyville Community Services District operates the wastewater collection, treatment, and disposal facilities that serve 6993 customer units in the unincorporated area of McKinleyville in Northern Humboldt County. The system operates under Order Number R1-2018-0032, 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		
Dichlorobromomethane	ug/L	0.56		1.4		

Table 2. Effluent Limitations for Discharge Points 002 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.				6.5	8.5
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 2023 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 2023 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 2023

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 2023 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 2023

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 2023 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 2023 were in compliance.

Dichlorobromomethane Testing:

The effluent limitations for Dichlorobromomethane for Discharge Point 001 are listed in Table 1. There were no exceedances in 2023.

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 2023.

Acute Toxicity Testing

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

Table 3 Acute Monthly Testing for 2023

Date Collected	Test	Trout Survival	TST
1/19/2023	Monthly	100%	PASS
2/9/2023	Monthly	100%	PASS
3/9/2023	Monthly	100%	PASS
4/9/2023	Monthly	100%	PASS
5/16/2023	Monthly	100%	PASS
12/14/2023	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

Table 4 Chronic Toxicity Testing for 2023

Dilution Water	Date	Test Species	
		Flathead minnow	
		% effect	TST
Diluted w/ Lab Control Water	January 2023	No Significant reductions	Pass

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 2023.

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 2013 through 2023. The average BOD in 2023 was 3.77 mg/L and continues to remain well below 30mg/L, our current limit.

Chart 1 Annual Average BOD Concentrations

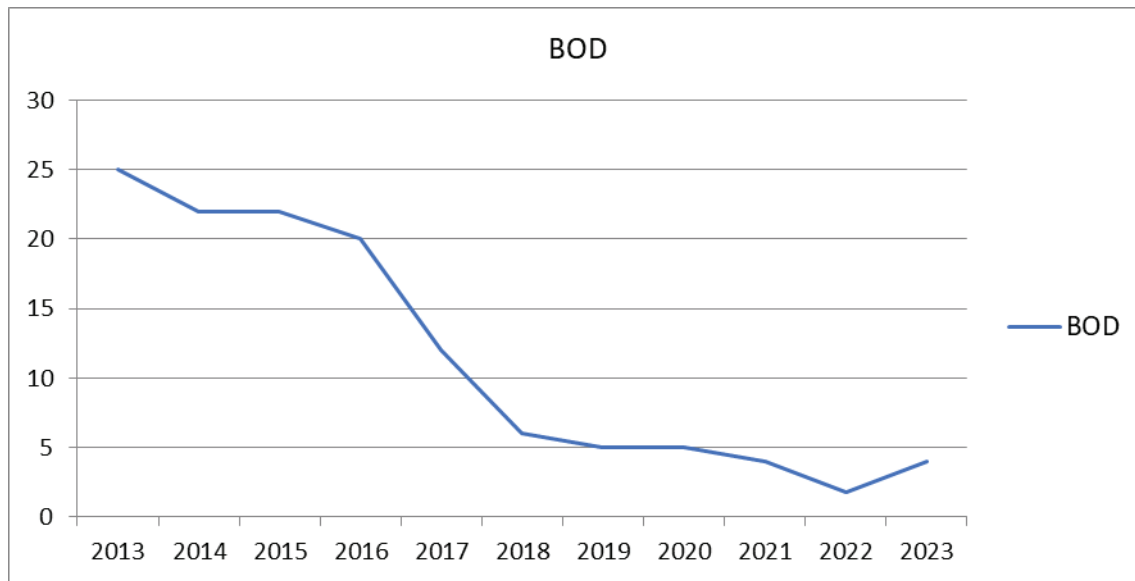


Chart 2 demonstrates average TSS concentration in mg/L from 2013 through 2023. The average TSS in 2023 was 1.6 mg/L and is well below the level it was in 2013. There was a trend increase in 2016 possibly due to the draining of Pond A to build the new plant which diverts flow and nutrient to one Facultative Pond instead of two, along with the additional aerators placed in Pond B.

Chart 2 Annual Average TSS Concentrations

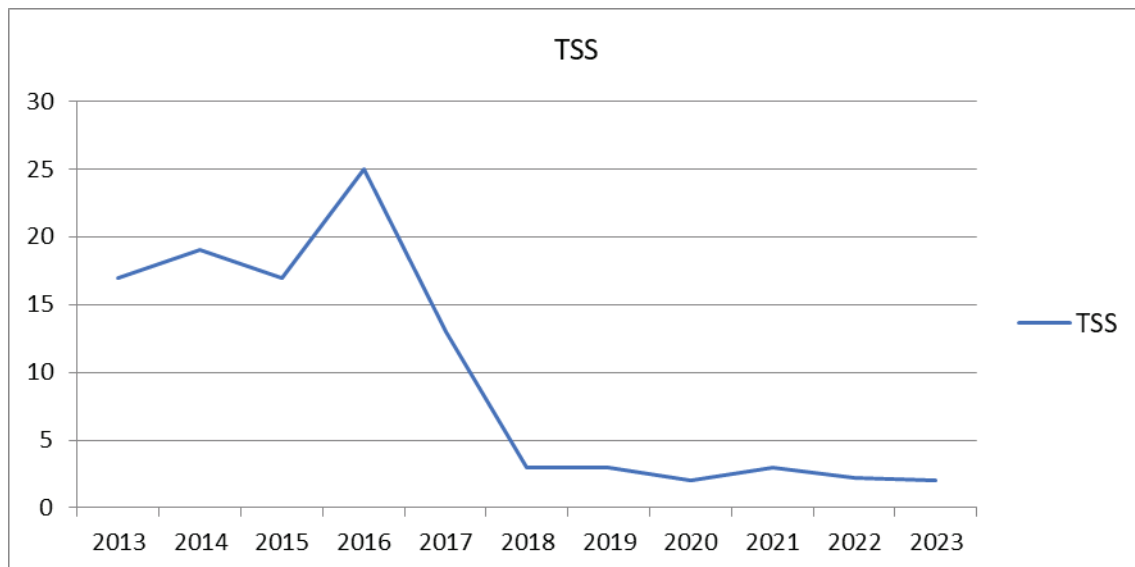
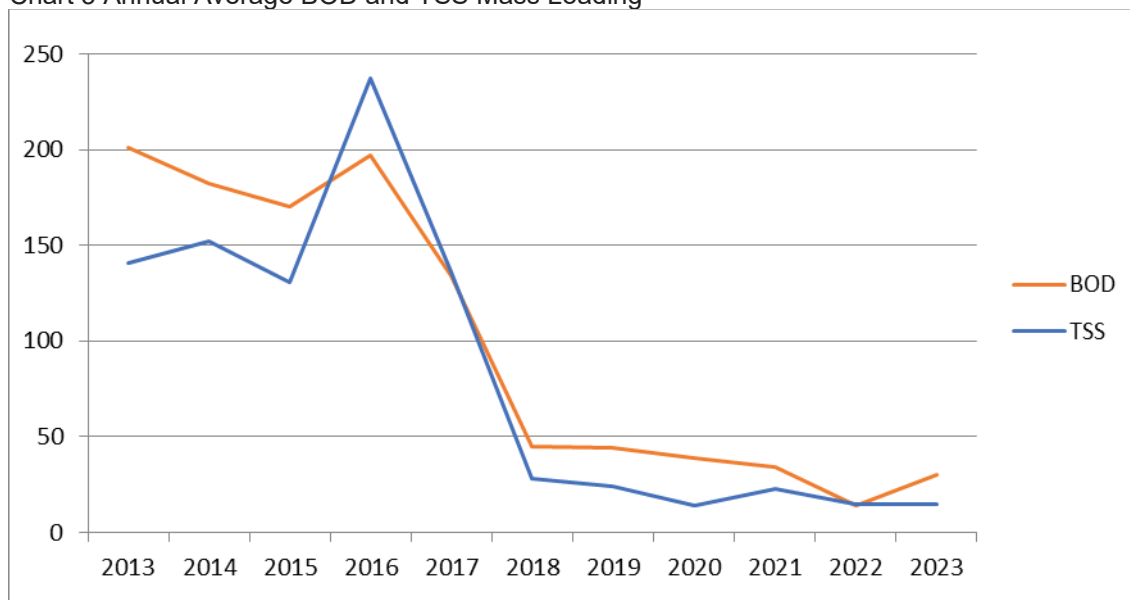


Chart 3 is the product of the flow and the concentration. It is identified as mass loading and measured in pounds per day.

Chart 3 Annual Average BOD and TSS Mass Loading



Charts 1-3 demonstrate the steady trend downward of BOD and TSS from 2013. The treatment marsh upgrade project was completed in 2006. The chart shows the drastic improvements from the performance of the treatment process after the marsh was installed. The efficiency of the process continues to trend down. The blip upward in BOD experience in 2012 but trended back down in 2014 and continued to trend down in 2015. There was another 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 2023.

Summary of Work Completed in 2023

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 2024 as the District and Contractor are waiting on PG&E to inspect and accept the battery system.

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 was scheduled to expire on October 31, 2023. The District is still waiting for the SWRCB to issue a new draft permit to review.

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 was completed in 2023 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

EXHIBIT A: Tabular and Graphical Data **PG 10**

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 18**

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

EXHIBIT G: Tabular and Graphical Data **PG 63**

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
Discharge Data RSW-001, RSW-002 and EFF-001

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

Monthly/ Annual Average for River Monitoring
Monthly/ Annual Averages for Pond Ammonia
Monthly/ Annual Averages for Pond Temperature
Monthly/ Annual Averages for Pond pH
Monthly/ Annual Averages for Pond Dissolved Oxygen

Monthly/ Annual Averages for Pond Level

EXHIBIT J: Tabular Data **PG 74**

Monthly Total Electric, Cl₂, SO₂, Rain Gage and Water Use Data

EXHIBIT K: Tabular Data **PG 75**

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**

EXHIBIT O: **94** Source Control **PG 106**

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 6th day of March 2024 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 15 through October 31, 2024.

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 15 through October 31, 2024

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 2024.

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

Scott Binder, President of the Board of Directors

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

McKINLEYVILLE LITTLE LEAGUE

President of McKinleyville Little League

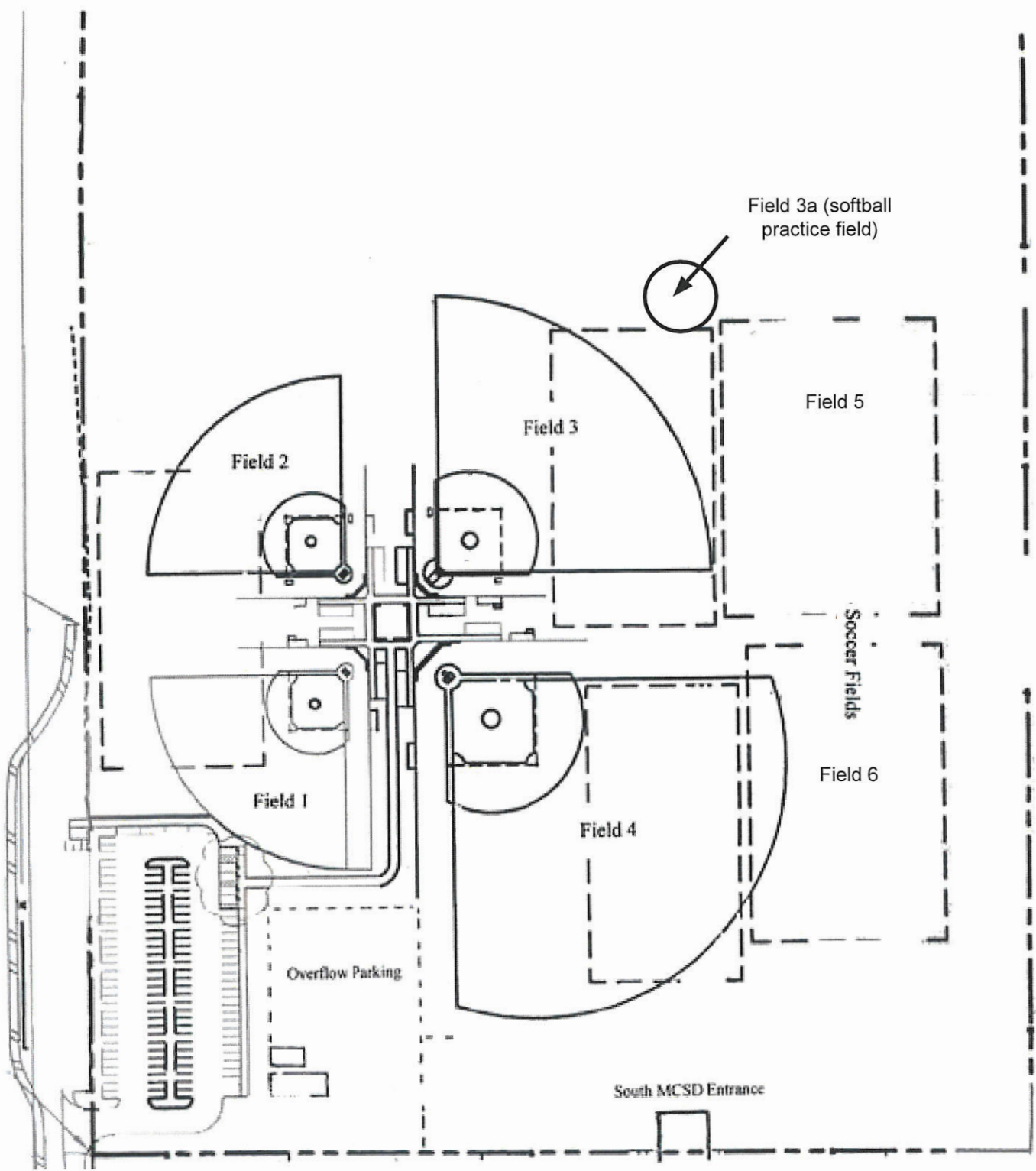
DRAFT

The Facility Use AGREEMENT Checklist

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

<u>Item:</u>	<u>Attachment #:</u>	<u>Completed:</u>	<u>Date:</u>
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-

- (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>	\$32.50/hour per field
<u>Turf Field Use (Youth Sport Org)</u>	\$16.25/hour per field
<u>Baseball Field Use</u>	\$32.50/hour per field
<u>Baseball Field Use (Youth Sport Org)</u>	\$16.25/hour per field
<u>Softball Field Use</u>	\$32.50/hour per field
<u>Softball Field Use (Youth Sport Org)</u>	\$16.25/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 days = 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.	

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: _____

**Hiller Sports Site Maintenance Agreement Between
McKinleyville Community Services District and McKinleyville Little League**

The Hiller Sports Site Maintenance Agreement is a supplemental agreement to the Hiller Sports Complex Facility Use Agreement, by and between the McKinleyville Community Services District (DISTRICT), and the McKinleyville Little League (ORGANIZATION), and does not supersede or negate any of the sections in the HSC Facility Use Agreement.

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) ORGANIZATION desires to provide turf and grounds maintenance at Hiller Sports Complex for fields 1, 2, and 4 in order to reduce the maintenance expense of the DISTRICT thereby reducing the Field Use expense of the ORGANIZATION; and
- (d) 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: Maintenance AGREEMENT
 - 2. Exhibit A: Hiller Sports Complex Map
 - 3. Exhibit B: Turf and Grounds Maintenance Scope of Work
 - 4. Exhibit C: Volunteer Labor Log and Time Sheet
 - 5. Exhibit D: "In Kind Work" & Field Modification Request Form

Background

The DISTRICT and ORGANIZATION both wish to provide sustainable and equitable services to the community in a coordinated and collaborative manner.

As the cost of labor for maintaining the turf and grounds at Hiller Sports Complex is the largest maintenance expense incurred by the DISTRICT as owner, and the field use fees charged to users is set at a rate to recover some of the cost related to maintenance. The ORGANIZATION wishes to lower their portion of field use fees by providing consistent volunteer labor for maintaining the turf and grounds at Hiller Sports Complex.

Labor associated with the ongoing and consistent maintenance of the turf and grounds performed by the ORGANIZATION can provide a significant savings to the DISTRICT and as such is eligible for monetary credit to be used toward field use fees.

ORGANIZATION has a vested interest in the maintenance and health of the turf and grounds at Hiller Sports Complex, and owns or has access to all necessary equipment for the provision of necessary maintenance tasks.

Agreement

1. ORGANIZATION agrees to provide ongoing and consistent turf and grounds maintenance according to an agreed upon schedule outlined in **Attachment 1**, within the duration of the contract period (March 15 through October 31, 2024).
2. DISTRICT agrees to provide monetary credit at the rate of \$16.00 per hour of eligible labor performed (see EXHIBIT B) toward the field use fees encumbered by the ORGANIZATION within the contract period. Labor hours will not be credited in excess of 17 hours per week. (5 hours per week per field for mowing and string trimming; 2 hours per week for restroom maintenance.)
3. ORGANIZATION agrees that credit will only be applied for eligible labor hours documented as required by the DISTRICT on the "Volunteer Labor Log and Time Sheet" (EXHIBIT C). Credit will not be given for any labor performed on tasks not included on the "Turf and Grounds Maintenance Scope of Work" (EXHIBIT B) and/or for any labor performed that is not documented as required by the DISTRICT.
4. ORGANIZATION agrees that any labor credit earned in excess of the encumbered field use fees will be forfeited and will not be eligible for use in subsequent contract periods.
5. 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
6. DISTRICT agrees to provide and apply all fertilizers and nutrients necessary for appropriate turf maintenance.
7. DISTRICT agrees to ensure adequate irrigation of turf.
8. ORGANIZATION understands that DISTRICT is not budgeting staff time to complete maintenance tasks listed in the "Turf and Grounds Maintenance Scope of Work" for the months of March through July and as such any time DISTRICT staff is called upon to complete such tasks during those months, it will constitute an interruption to budgeted tasks and an additional expense to the DISTRICT, and therefore ORGANIZATION agrees that:
 - 8.1 If circumstances arise and ORGANIZATION is unable to perform the agreed upon maintenance according to the necessary and agreed upon schedule, ORGANIZATION agrees to pay DISTRICT to complete the maintenance at a rate ranging from \$45.00 to \$60.00 per hour, dependent upon DISTRICT staff assigned to the work and whether or not that staff will be required to work overtime in order to complete all required tasks on that day. ORGANIZATION agrees that this charge will be in addition to fees charged for field use. "List of Eligible Maintenance Tasks"
9. ORGANIZATION agrees all turf and grounds maintenance volunteers will be required to attend turf and grounds maintenance seminar organized and presented by the DISTRICT staff before performing any volunteer labor. 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.

10. DISTRICT agrees to schedule and implement a turf and grounds maintenance seminar for ORGANIZATION volunteers prior to the scheduled start of ORGANIZATION'S field use.
11. 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.
12. ORGANIZATION shall agree that the DISTRICT reserves the right to close fields and prohibit mowing due to wet conditions or any other condition that would otherwise put the integrity of the turf at risk.
13. ORGANIZATION agrees that any field modifications and/or desired credit requests for volunteer labor not included in the "Turf and Grounds Maintenance Scope of Work" or donated materials must be pre-approved through the submission of the "In Kind Work" & Field Modification Request Form" (EXHIBIT D)
14. ORGANIZATION agrees that any maintenance or tasks not explicitly described in the Turf and Grounds Maintenance Scope of Work is the responsibility of the DISTRICT and not to be undertaken by the ORGANIZATION without written permission from the DISTRICT.

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

Scott Binder, President of the Board of Directors

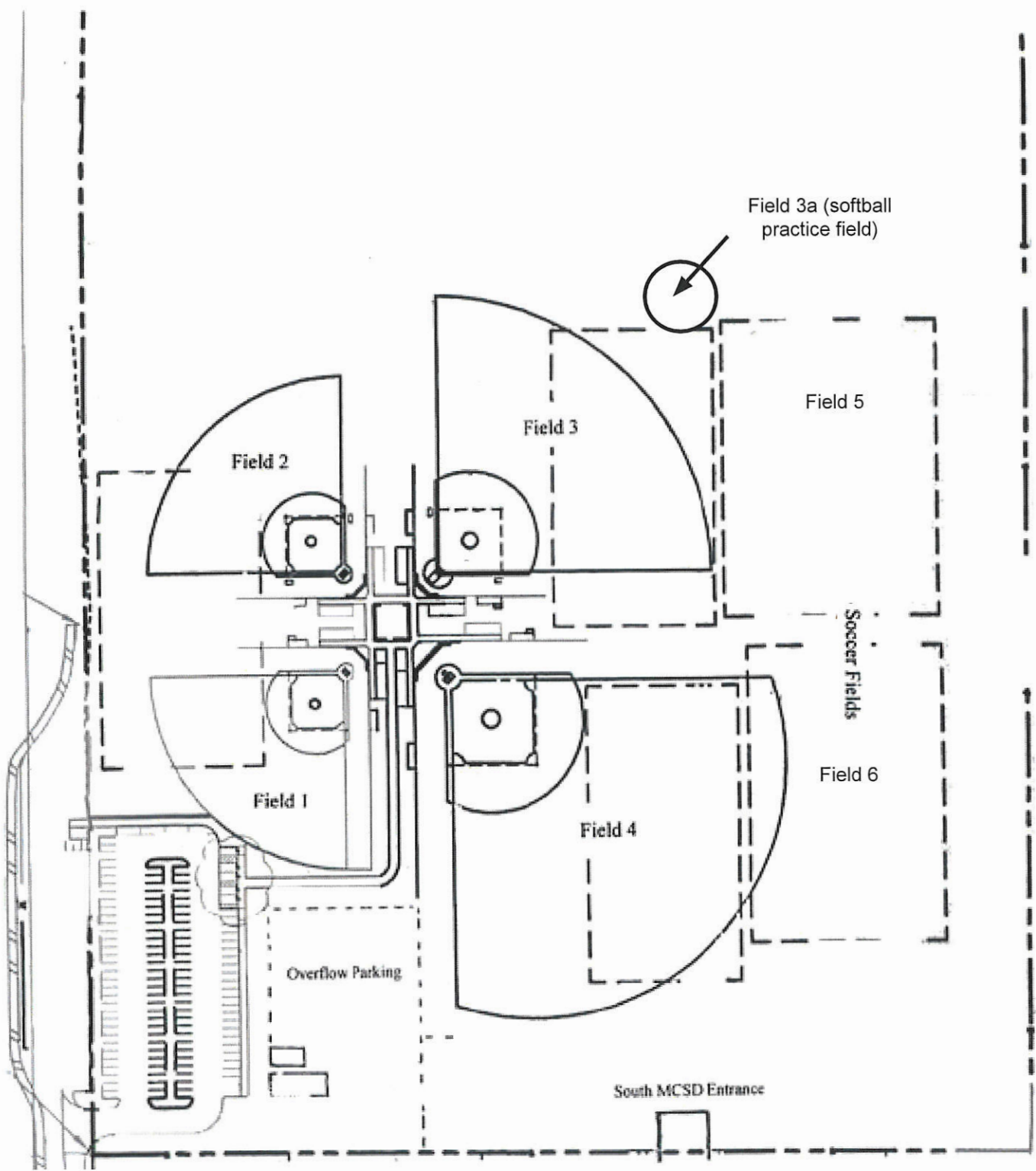
ATTEST: _____
Joseph Blaine, Secretary to the Board of Directors

McKINLEYVILLE LITTLE LEAGUE

President of McKinleyville Little League

McKINLEYVILLE COMMUNITY SERVICES DISTRICT

Hiller Sports Complex - Site Map



**Turf and Grounds Maintenance Scope of Work
For Hiller Sports Site Supplemental Maintenance Agreement**

1. **Mowing:** defined as the clipping or cutting of the turf areas using a powered turf mower. Cutting shall be even, without ridges, free of scalp spots and neat in appearance. Mowing shall not exceed 1/3 of the blade length on any given cut. Mowing shall never take turf below 2 inches.
 - a. Frequency: a minimum of twice per week, or as often as necessary to avoid cutting more than 1/3 the blade surface in one cutting with no more than one cutting every 3 days. Not to exceed 2 hours per field per mow.

2. **String Trimming:** defined as the cutting/trimming of turf along fence lines, sidewalks and buildings.
 - a. Frequency: a minimum of once per week. Not to exceed 3 hours per week.

3. **Weeding:** defined as the removal of weeds in all landscape beds and turf areas.
 - a. Frequency: not to exceed 4 hours per month.

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

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

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

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

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

HILLER SPORTS SITE

"In Kind Work" & Field Modification Request Form

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

ORGANIZATION: _____

NAME OF REPRESENTATIVE: _____

PHONE: _____ DATE OF REQUEST: _____

PROJECT: _____

PROJECT TIMELINE: _____

CONSIDER PROJECT LABOR & MATERIAL COSTS FOR FIELD USE FEE CREDITS

SIGNATURE OF ORG. REPRESENTATIVE: _____

FOR DISTRICT USE ONLY

PROJECT APPROVED: _____ PROJECT DENIED: _____

MCSD REPRESENTATIVE: _____ DATE: _____

NOTES FROM MCSD: _____

FIELD USE FEE CREDIT GRANTED: YES NO

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 6th day of March, 2024, 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 15 through June 30, 2023.

- 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 15 through June 20, 2019

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 30th day of July 2022

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

Scott Binder, 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

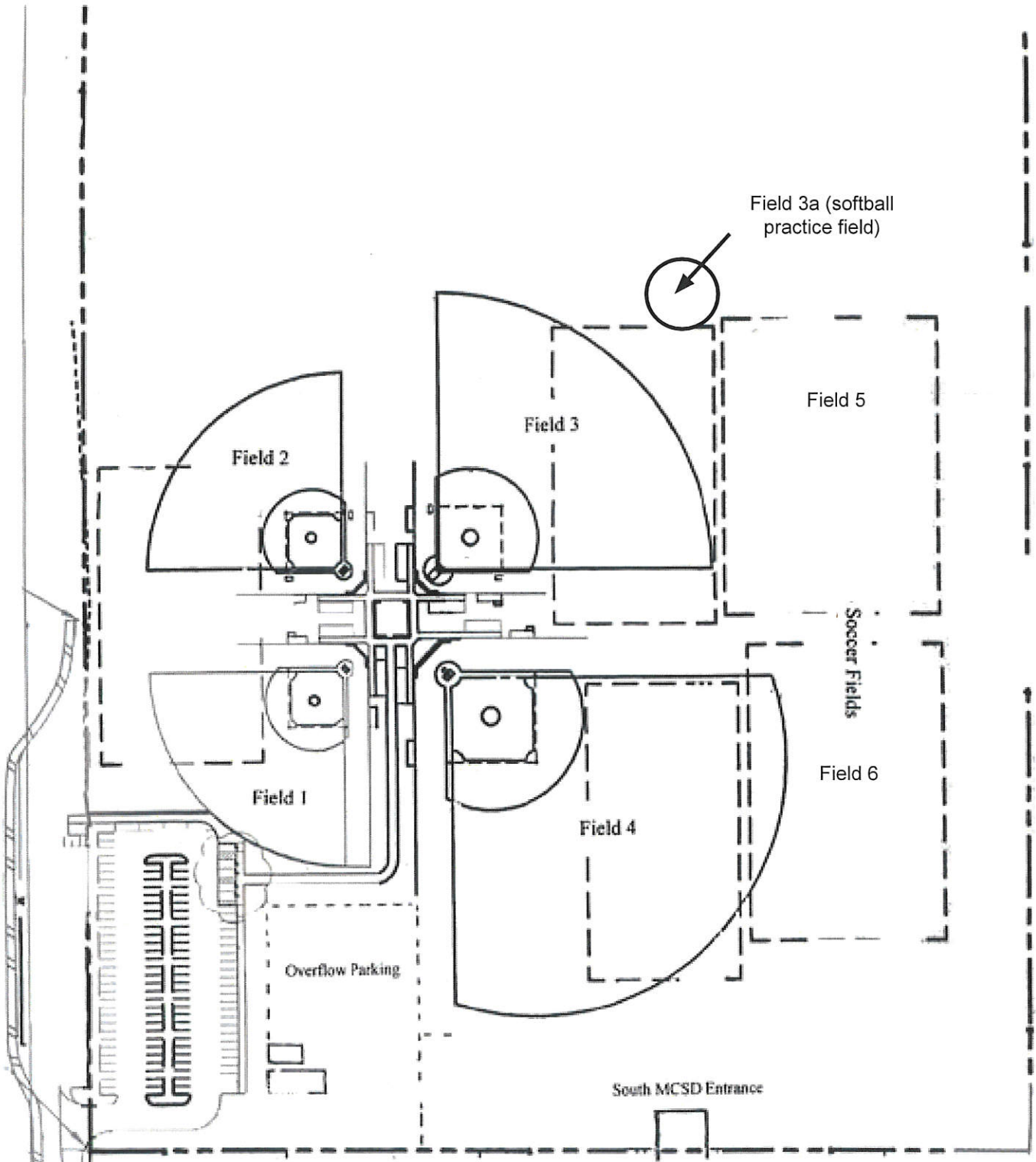
DRAFT

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.

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-

- (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>	\$32.50/hour per field
<u>Turf Field Use (Youth Sport Org)</u>	\$16.25/hour per field
<u>Baseball Field Use</u>	\$32.50/hour per field
<u>Baseball Field Use (Youth Sport Org)</u>	\$16.25/hour per field
<u>Softball Field Use</u>	\$32.50/hour per field
<u>Softball Field Use (Youth Sport Org)</u>	\$16.25/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 days = 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.	

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

Department of Parks & Recreation Department

OPERATION & MAINTENANCE RESPONSIBILITIES HILLER SPORTS COMPLEX

The following information specifies Operation & Maintenance responsibilities performed by Mad River Girls Fast Pitch Softball (ORGANIZATION) for the season as defined by the McKinleyville Community Services District's (MCSD) Facility Use Agreement Contract:

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

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

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

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

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

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

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

6. General Cleanup of the Concession Stand:

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

7. Overflow Parking:

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

8. Trash Disposal:

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

9. Supervision of Children:

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

10. Rain Cancellations:

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

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT Parks & Recreation Department

Guidelines for Cancellation of Activity on MCSD Athletic Fields

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

Examples of conditions that require cancellation of an athletic activity:

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

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

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

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

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

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

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

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

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

HILLER SPORTS SITE

“In Kind Work” & Field Modification Request Form

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

ORGANIZATION: _____

NAME OF REPRESENTATIVE: _____

PHONE: _____ DATE OF REQUEST: _____

PROJECT: _____

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 6, 2024

TYPE OF ITEM: **ACTION**

ITEM: E.1 **Consider Call for Nominations for District Board Members to Serve on Humboldt Local Agency Formation Commission (LAFCo)**

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

TYPE OF ACTION: **Roll Call Vote**

Recommendation:

Staff recommends that the Board review the information provided, discuss, take public comment, and consider a nomination to be considered for LAFCo's Regular Member seat and/or Alternate Member seat.

Discussion:

LAFCo is seeking Independent Special District Board Members who are interested in serving on the Humboldt LAFCo for the 2024-2028 term.

LAFCo is comprised of seven regular and four alternate members representing the county, cities, independent special districts, and general public. All terms are four years and end on June 30. Regular meetings are held at 9:00 a.m. on the third Wednesday of every odd numbered month in the Humboldt County Board of Supervisors Chamber, with special meetings held as needed.

To nominate a Board member to be a candidate for the LAFCo district member, the nomination procedures are as follows:

- Each district may nominate two persons- one for the Regular Member seat and one for the Alternate Member seat. Nominees must be board members, not staff.
- All nominations must be accompanied with a completed nomination form approved by a majority of your Board.
- A candidate information form or a letter of interest and qualifications may be submitted with the nomination. This is voluntary and will be kept on file at the LAFCo offices to be made available upon request. It will not be distributed with the ballots.
- All nomination materials must be returned to Humboldt LAFCo, 1125 16th Street, Suite 202, Arcata, CA 95521, or faxed 707-825-9181.
- Upon receipt of nominations, LAFCo will prepare and send a ballot to each district. The ballot will state the return date and how successful candidates will be notified.

The deadline for submitting nominations is Friday, March 29, 2024

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

Not applicable

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – LAFCo Request for Nominations Letter



RECEIVED

JAN 25 2024

McK. C.S.D.

Date: January 24, 2024
 To: Board of Directors of Independent Special Districts
 From: Colette Santsche, LAFCo Executive Officer
Subject: Call for Nominations for District Members to serve on LAFCo

The term of office for one (1) regular special district member on LAFCo expires on June 30, 2024. All terms are four years and end on June 30. There are no term limits.

Current Special District Terms

Designation	Current Member	Term of Office (ends on June 30)
Regular Member	Debra Lake, Fruitland Ridge Fire Protection District	2020 - 2024
Regular Member	Troy Nicolini, Peninsula Community Services District	2022 - 2026
Alternate Member	Heidi Benzonelli, Humboldt Community Services District	2022 - 2026

The basic process for selecting special district members to LAFCo is set forth in Government Code Section 56332, which provides for a meeting to be convened among representatives from each of the 48 independent special districts in Humboldt County, unless the Executive Officer determines that a meeting is not feasible. Based on Government Code Section 56332, it has been determined that a meeting of this "Independent Special District Selection Committee" for the purpose of selecting a special district member is not feasible due to the likelihood that a quorum would not be achieved. As such, both the nominating process and the election itself will be conducted by mail.

Your district is encouraged to participate in this election process. A schedule is enclosed together with a list of the 49 independent special districts in Humboldt County that are eligible to participate. If your district wishes to nominate a Board member to be a candidate for the LAFCo Regular Member seat, the nomination procedures are as follows:

1. Each district may nominate one person for the Regular Member seat. Nominees must be board members, not staff.
2. All nominations must be accompanied with a completed nomination form approved by a majority of your Board (enclosed).
3. A candidate information form (enclosed) or a letter of interest and qualifications may be submitted with the nomination. This is voluntary and will be kept on file at the LAFCo offices to be made available upon request. It will not be distributed with the ballots.
4. All nomination materials must be returned to Humboldt LAFCo, 1125 16th Street, Suite 202, Arcata, CA 95521, or emailed to the Executive Officer (colettem@humboldtlaaco.org).
5. Upon receipt of nominations, LAFCo will prepare and send a ballot to each district. The ballot will state the return date and how successful candidates will be notified.

The deadline for submitting nominations is Friday, March 29, 2024. Any nomination that is submitted after the deadline will not be considered.



REGULAR MEMBER
Special District Member Nomination Form 2024

Name of District: _____

Address: _____

Telephone: _____

The Board hereby nominates _____ to fill the term beginning on June 30, 2024 and expiring June 30, 2028 as a Regular Member of the Humboldt Local Agency Formation Commission (LAFCo) representing independent special districts of Humboldt County.

Board action taken on the _____ day of _____, 2024, by the following vote:

AYES: _____

NOSE: _____

ABSTAIN: _____

ABSENT: _____

District Representative:

Signature

Printed Name



Special District Member Candidate Information Sheet 2024

Providing this form or a letter of interest and qualifications is voluntary. It will be kept on file at the LAFCo offices and made available on request. It will not be distributed with the ballots.

Candidate Name: _____

Address: _____

Phone: _____

E-mail: _____

District: _____

Title: _____

Length of service with District:

Present Occupation:

Brief description of professional background:

Summarize your interest in serving on LAFCo:

Summarize your qualifications for serving on LAFCo:

List local government and/or civic organization involvement:

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McKinleyville Community Services District

BOARD OF DIRECTORS

March 6, 2024

TYPE OF ITEM: **ACTION**

ITEM: E.2 **Consider Approval of Ordinance 2024-01 Amending Regulations 46-48, Pertaining to the McKinleyville Community Forest – First Reading**

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

TYPE OF ACTION: **Roll Call Vote**

Recommendation:

Staff recommends that the Board review information provided, discuss, take Public comment, and approve the First Reading of the Ordinance No-2024-01, by title only.

Discussion:

With the addition of the 599-acre McKinleyville Community Forest Property, the District's Rules and Regulations require amending to include the addition a rule addressing the formation of a McKinleyville Community Forest standing committee as well as a rule addressing the guidelines for use of the Community Forest by the public. Rule 46 in the current rules and regulations addresses enforcement. The proposed amendment moves "Enforcement" to Rule 48 and adds "Community Forest Committee" as Rule 46 and "Community Forest Use & Guidelines" as Rule 47.

The amendments made in track changes can be reviewed in **Attachment 1**.

Ordinance 2024-01 can be reviewed in **Attachment 2**. This is the first reading of the Ordinance.

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 – Revision of Rules 46-48 in Track Changes

- Attachment 2 – Ordinance No. 2024-01, An Ordinance of the McKinleyville Community Services District Amending Regulations 46-48, Pertaining to the McKinleyville Community Forest

REGULATION 46 -- ENFORCEMENT COMMUNITY FOREST COMMITTEE

~~**RULE 48.01. ACQUISITION OF LAND** – The McKinleyville Community Services District has the authority to acquire land to support future community forest operations, including non-contiguous properties.~~

RULE 468.021. FORMATION OF COMMUNITY FOREST COMMITTEE – the Board of Directors authorizes the formation of a Community Forest Committee to provide the Board of Directors and staff with recommendations regarding the use, management and operation of the community forest.

Rule 46.02. MEMBERSHIP - the McKinleyville Community Services District Community Forest Committee shall consist of 11-15 members consisting of:

- ~~(g) Two (2) non-voting members shall be members of the District Board.~~
- ~~(h) The remaining nine to thirteen (9-13) members will be regular voting members. Of the regular voting members, one (1) will be a member of the Parks and Recreation Committee, one (1) will be the MCSD General Manager, one (1) one will be MCSD's Parks & Recreation Director, one (1) will be MCSD's Operations Director, one (1) will be a MCSD Recreation Coordinator, one (1) will be a member of the McKinleyville Municipal Advisory Committee, at least one (1) will be a Forester, at least one (1) will be a representative from an appropriate natural resource service agency, at least one (1) will be a field expert in forest management, natural resources or biology, At least one (1) will be a member of the public who is a resident of the MCSD and is to be appointed by the MCSD Board of Directors. The remaining open seats up to 15 members may be filled by additional McKinleyville residents, field experts and/or tribal community representatives.~~
- ~~(i) Any citizen, residing in the service area of the McKinleyville Community Services District, may apply to the District Board for appointment to fill appropriate vacant seats on the Community Forest Committee.~~

Rule 46.03. APPOINTMENT - the committee members shall be appointed as follows:

- ~~(c) The Board of Directors shall announce each vacancy and shall state they are seeking applicants, setting forth the qualifications, if any required.~~
- ~~(d) 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 46.04. MEMBER QUALIFICATIONS - all members not representing a specific entity or expertise shall be resident elects of the McKinleyville Community Services District.

Rule 46.05. TERMS OF OFFICE -the committee members shall serve terms as follows:

- ~~(e) Appointment of District Board Members shall be for a term of one (1) year. Such member shall be a non-voting member and shall be appointed by the MCSD Board President in January each year.~~

- (f) Appointment of field experts shall be for a term of two (2) years.
- (g) Terms of the non-Board of Director committee members shall be staggered so that no more than two (2) membership terms shall expire in any given year.
- (h) The annual expiration date of appointment shall be December 31st.

Rule 46.06. REMOVAL - members of the Committee may be removed by a majority vote of the District Board of Directors.

Rule 46.07. ABSENCES - if any member of the Committee is absent without prior notification to the Parks & Recreation Director for three (3) regular consecutive meetings, or 40% of scheduled meetings, the Parks & 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 46.09. OFFICERS - the MCSD Directors will serve as Chairperson and Vice-Chairperson of the Committee. The MCSD Directors for this committee will be appointed by the MCSD Board President annually.

Rule 46.10. MEETINGS - the Committee shall hold regularly scheduled meetings in the Conference Room 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 46.11. TIME/LOCATION OF MEETINGS - the time of the regular meetings shall be as established from time to time by the committee members.

Rule 46.12. QUORUM - a majority of the Committee shall constitute a quorum for the purpose of transacting business of the Committee.

Rule 46.13. 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 46.14. PURPOSE -The committee's purpose is to assist the District in the development, operation and management of the Community Forest. This is a working committee. Members are expected to not only attend regular meetings of the committee, but to also dedicate time and expertise to matters pertaining to the development, operation and maintenance of the Community Forest in service to the McKinleyville community.

Rule 46.15 POWERS AND DUTIES - the Community Forest Committee shall have the following powers and duties:

- (h) To serve in an advisory capacity to the Board of Directors and District Staff in all matters pertaining to the management and operation of the community forest property owned by the District;

- (i) To make recommendations to the Board of Directors and District Staff with respect to the provisions of the annual budget for community forest management and operation;
- (j) 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 management and/or operation of the community forest;
- (k) To recommend to the Board of Directors a comprehensive forest management and operating plan;
- (l) To recommend for adoption by the Board of Directors rules and regulations for the use and improvement of the District's community forest property;
- (m) To recommend to the Board of Directors and District staff policies for the development and improvement of community forest amenities and attributes in service to the community's needs; and
- (n) To perform research, data gathering and analysis for matters pertaining to the development and management of the Community Forest; and
- (o) To perform duties related to fundraising for the development, operation and maintenance of the Community Forest; and
- (p) To participate in community work efforts related to the development, operation and maintenance of the Community Forest; and
- (q) To perform such other duties relating to community forest matters as may be prescribed by the Board of Directors.

REGULATION 47-COMMUNITY FOREST USE & GUIDELINES

RULE 478.031. DAY USE ONLY-there is to be no camping or overnight use of any portion of the Community Forest property without express written permission from the McKinleyville Community Services District.

RULE 47.02. MOTORIZED AND ELECTRIC VEHICLE USE PROHIBITED-Public recreation use of the Community Forest Property does not include use or operation of any motorized or electric vehicle. Recreational use must be done via pedestrian use, non-motorized/non-electric bicycle or horseback. Operation of non-motorized vehicles within the community forest property must comply with existing Rule 41.04 of these Rules & Regulations

RULE 47.03. AT OWN RISK USE-Recreational Use of the Community Forest Property is at participant's own risk.

RULE 47.04. FIRES PROHIBITED-use of fire is prohibited within the Community Forest property

RULE 47.05. COMMUNITY FOREST USE AND GUIDELINES – the guidelines and regulations for the use, operation, management, budgeting, watershed and environmental protection, forest management planning and practices, trail management and planning, and other uses of the community forest will be established by either existing or new Ordinance and will be consistent with other MCSD Recreation and Park System operations and regulations.

REGULATION 48-ENFORCEMENT

Rule 486.01. 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.

ORDINANCE NO. 2024-01
AN ORDINANCE OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT
AMMENDING REGULATION 46, 47, and 48 OF THE MCSD RULES AND
REGULATIONS

WHEREAS, the McKinleyville Community Services District (the District), in partnership with Green Diamond Resource Company, and Trust for Public Lands has acquired 599 acres of timberlands to become the McKinleyville Community Forest

WHEREAS, the Board of Directors authorizes the formation of a standing Community Forest Committee to provide the Board of Directors and staff with recommendations regarding the use, management and operation of the community forest; and

WHEREAS, staff has proposed standards of use and safety guidelines for the McKinleyville Community Forest; and

WHEREAS, standards of safety are in the best interest of the community, the District, and the long term ongoing use, operation, and sustainability of the McKinleyville Community forest.

NOW, THEREFORE, the Board of Directors of the McKinleyville Community Services District ordains as follows:

REGULATION 46 – COMMUNITY FOREST COMMITTEE

RULE 46.01. FORMATION OF COMMUNITY FOREST COMMITTEE – the Board of Directors authorizes the formation of a Community Forest Committee to provide the Board of Directors and staff with recommendations regarding the use, management and operation of the community forest.

Rule 46.02. MEMBERSHIP - the McKinleyville Community Services District Community Forest Committee shall consist of 11-15 members consisting of:

- (a) Two (2) non-voting members shall be members of the District Board.
- (b) The remaining nine to thirteen (9-13) members will be regular voting members. Of the regular voting members, one (1) will be a member of the Parks and Recreation Committee, one (1) will be the MCSD General Manager, one (1) one will be MCSD's Parks & Recreation Director, one (1) will be MCSD's Operations Director, one (1) will be a MCSD Recreation Coordinator, one (1) will be a member of the McKinleyville Municipal Advisory Committee, at least one (1) will be a Forester, at least one (1) will be a representative from an appropriate natural resource service agency, at least one (1) will be a field expert in forest management, natural resources or biology, At least one (1) will be a member of the public who is a resident of the MCSD and is to be appointed by the MCSD Board of Directors. The remaining open seats up to 15 members may be filled by additional McKinleyville residents, field experts and/or tribal community representatives.

- (c) Any citizen, residing in the service area of the McKinleyville Community Services District, may apply to the District Board for appointment to fill appropriate vacant seats on the Community Forest Committee.

Rule 46.03. 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 46.04. MEMBER QUALIFICATIONS - all members not representing a specific entity or expertise shall be resident elects of the McKinleyville Community Services District.

Rule 46.05. 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 and shall be appointed by the MCSD Board President in January each year.
- (b) Appointment of field experts shall be for a term of two (2) years.
- (c) Terms of the non-Board of Director committee members shall be staggered so that no more than two (2) membership terms shall expire in any given year.
- (d) The annual expiration date of appointment shall be December 31st.

Rule 46.06. REMOVAL - members of the Committee may be removed by a majority vote of the District Board of Directors.

Rule 46.07. ABSENCES - if any member of the Committee is absent without prior notification to the Parks & Recreation Director for three (3) regular consecutive meetings, or 40% of scheduled meetings, the Parks & 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 46.09. OFFICERS - the MCSD Directors will serve as Chairperson and Vice-Chairperson of the Committee. The MCSD Directors for this committee will be appointed by the MCSD Board President annually.

Rule 46.10. MEETINGS - the Committee shall hold regularly scheduled meetings in the Conference Room 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 46.11. TIME/LOCATION OF MEETINGS - the time of the regular meetings shall be as established from time to time by the committee members.

Rule 46.12. QUORUM - a majority of the Committee shall constitute a quorum for the purpose of transacting business of the Committee.

Rule 46.13. 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 46.14. PURPOSE -The committee's purpose is to assist the District in the development, operation and management of the Community Forest. This is a working committee. Members are expected to not only attend regular meetings of the committee, but to also dedicate time and expertise to matters pertaining to the development, operation and maintenance of the Community Forest in service to the McKinleyville community.

Rule 46.15 POWERS AND DUTIES - the Community Forest 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 the management and operation of the community forest property owned by the District;
- (b) To make recommendations to the Board of Directors and District Staff with respect to the provisions of the annual budget for community forest management and operation;
- (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 management and/or operation of the community forest;
- (d) To recommend to the Board of Directors a comprehensive forest management and operating plan;
- (e) To recommend for adoption by the Board of Directors rules and regulations for the use and improvement of the District's community forest property;
- (f) To recommend to the Board of Directors and District staff policies for the development and improvement of community forest amenities and attributes in service to the community's needs; and
- (g) To perform research, data gathering and analysis for matters pertaining to the development and management of the Community Forest; and
- (h) To perform duties related to fundraising for the development, operation and maintenance of the Community Forest; and
- (i) To participate in community work efforts related to the development, operation and maintenance of the Community Forest; and
- (j) To perform such other duties relating to community forest matters as may be prescribed by the Board of Directors.

REGULATION 47-COMMUNITY FOREST USE & GUIDELINES

RULE 47.01. DAY USE ONLY- there is to be no camping or overnight use of any portion of the Community Forest property without express written permission from the McKinleyville Community Services District.

RULE 47.02. MOTORIZED AND ELECTRIC VEHICLE USE PROHIBITED-Public recreation use of the Community Forest Property does not include use or operation of any motorized or electric vehicle. Recreational use must be done via pedestrian use, non-motorized/non-electric bicycle or horseback. Operation of non-motorized vehicles within the community forest property must comply with existing Rule 41.04 of these Rules & Regulations

RULE 47.03. AT OWN RISK USE-Recreational Use of the Community Forest Property is at participant's own risk.

RULE 47.04. FIRES PROHIBITED-use of fire is prohibited within the Community Forest property

RULE 47.05. COMMUNITY FOREST USE AND GUIDELINES – the guidelines and regulations for the use, operation, management, budgeting, watershed and environmental protection, forest management planning and practices, trail management and planning, and other uses of the community forest will be established by either existing or new Ordinance and will be consistent with other MCSD Recreation and Park System operations and regulations.

REGULATION 48-ENFORCEMENT

Rule 48.01. 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.

This Ordinance shall take effect and be in full force and effective thirty (30) days after its passage.

Introduced at a regular meeting of the Board of Directors held on March 6, 2024 and passed and adopted by the Board of Directors on _____, upon the motion of Director _____ and seconded by Director _____ and by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Attest:

Greg Orsini, Board President

Joey Blaine, Board Secretary

McKinleyville Community Services District

BOARD OF DIRECTORS

March 6, 2024

TYPE OF ITEM: **INFORMATIONAL**

ITEM: E.3 **Review Information for the Draft Capital Improvement Plan for the Operational Funds: Water, Wastewater, and Streetlights, FY2024-25**

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

TYPE OF ACTION: **None**

Recommendation:

Staff recommends that the Board review, discuss, and take public comment on the Draft Capital Improvement Plan Budget for the Water, Wastewater, and Streetlights Funds

Discussion:

The 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 the end 2023, the remaining balance in the Water System Series A COPs was \$4,358,076.35 and in the Wastewater System Series B COPs was \$3,820,000.00. 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 2024-25 CIP include the 4.5MG Water Tank construction, the painting of the Norton Water Tank 2A, as well as the Water Main Rehab projects. The Water Main Rehab \$1.8M 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 24-25. District Staff are in the process of planning for the next rehab project.

The 4.5MG Tank project has \$9M projected in the CIP for FY 24-25. A majority of the \$9M will be funded by a CalOES/FEMA grant. As of March 2023, there remains \$7,187,214 left in the FEMA grant. This will also be supplemented with a North Coast Resource Partnership grant of \$879,209, for a total of \$8,066,423 in grant funding. Leaving \$933,577 that the District will need to fund. We currently have \$4,358,076.35 left in the Water COPs that will fund that \$933k. The Series A COPs will also fund the estimated \$750,000 needed to paint the Norton Water Tank. This will leave approximately \$2,670,000 in bond funding that will be used

to fund the McCluski Tank Replacement and Mad River Watermain Crossing projects in subsequent fiscal years.

The only sewer project that exceed the \$500k threshold is the Sewer Main Rehabilitation projects. Next fiscal year has \$1.5M set aside for these projects. There will likely be sewer lining projects that we will fund in FY 2024-25. It likely will not be \$1.5M worth of sewer lining, which will allow the excess funds to continue to be set aside to fund sewer rehabilitation projects in the future. The remaining \$3.8M of Series B-COPs will be used to fund the Fischer Lift Station Upgrades as well as Highway Undercrossing projects in future fiscal years.

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 2024-25
- Attachment 2 – Draft Capital Improvement Plan

**Capital Improvement Plan
Water, Sewer and Streetlights Funds
Fiscal Year 2024-25**

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 one of the District's Utility truck and Flatbed 1 ton truck. 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 ¾ ton Utility trucks. The District will also purchase a new 3-foot tractor mounted roller for paving trenches and possibly a bobcat.

Water System

The District will embark on several water projects in FY2024-25. The largest Water project for FY2024-25 is the construction phase of the proposed 4.5 million gallon new storage tank. In FY2022-2023 the District purchased the property where the tank will be built. In FY2023-24 approximately 25% of the construction funds were used. In FY2024-25 the remaining 75% of construction will be funded (Approximately 9 million). Of the entire project, 75% of the project will be grant funded. The District has issued Certificates of Participation (COPs), a debt instrument, to fund the balance of the project.

Another large project that is grant funded and may begin in FY2024-25 is the Mad River Crossing Emergency Water Supply. This is a multi-year \$4.2 million project that will provide a redundant water main under the Mad River. In FY2024-25 \$250,000 has been budgeted for design and planning, of that 75% will be granted funded. The District has also been awarded grant funding for construction and design for the replacement of McCluski Tanks, this project will span FY2025-26 and conclude in FY2026-27. 75% of this project will also be grant funded (\$4.5 million).

\$750,000 is budgeted for a 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 \$25,000 for the replacement of the water tank cathodic protection system and \$8,000 to upgrade the computer used for reading meters. 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.

\$1,800,000 is scheduled for the ongoing Water Main Rehabilitation/ Replacement Project. \$1 million 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 set aside annually to pay for the next bio-solids project has been reduced to \$200,000 annually, as the cost of the bio-solids removal in FY21-22 was lower than expected. These should occur on a four-to-six year cycle. \$25,000 has been set aside to fund the new National Pollutant Discharge Elimination System (NPDES) permit studies that will be part of the new permit requirements. \$70,000 is allocated for an engineering study on the upgrade of the WWMF's disinfection system. \$1,500,000 is budgeted for the Wastewater Mainline Rehabilitation/ Replacement Project. As with the Water side of this project, \$1 million will continue to be set-aside from rates to build up reserves, as approved by the Board in the 2018 rate study. \$250,000 has been pushed to the current fiscal year to close the Micro-Grid project, as this project hasn't been able to close out due to PG&E's schedule.

The Undercrossing project budget portion for the current fiscal year is \$100,000, with the remaining balance budgeted in FY2025-26 (\$1,049,000) and FY2026-27 (\$5,611,000). This project is still waiting for FEMA to complete their environmental review and authorize Phase 2 grant funding. The Fischer Lift Station Upgrade budget portion of \$250,000 for the current fiscal year is to cover engineering while the remaining balance (\$1.5 million) is to be used in FY25-26 and FY26-27. This project was awarded sooner than expected, therefore approximately \$60k will be spent prior to the new fiscal budget. Staff will either use the GL for the Mainline Replacement or the GL for the Lift Station Upgrades to cover these costs. The Fischer Lift Station Upgrade is another FEMA Hazard Mitigation Grant that will fund 75% of the \$250K. Other significant Wastewater projects include a set aside of \$60,000 for lift station pump and generator replacements along with a new ATS for Letz. This number may change once we find out that our grant funding was accepted, a sewer-main camera unit (\$30,000), and \$80,000 to armor the WWMF ponds.

The remaining projects are for smaller dollar amounts, \$6,000 for a self-contained breathing apparatus (SCBA) and \$16,000 for replacement of smaller 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

\$100,000 has been budgeted to finish the architectural design of the District's operations and administrative office, with renovations to potentially be completed in FY26/27 (\$3 million). \$450,000 has been budgeted for purchase of the property behind the District offices. We have discussed the purchase of this property with the property owner but nothing concrete at this time. \$20,000 has been set aside for major repairs to the existing offices, \$15,000 has been set aside for the regular upgrade and replacement of office equipment and printers, \$10,000 for miscellaneous facility upgrades and sealcoat and an additional \$8,000 has been added for AutoCAD software.

The District will also replace its existing accounting software with a new enterprise resource planning (ERP) system, \$200,000 has been budgeted in FY2025-26 and \$35,000 has been budgeted in FY2026-27 for software, installation and training.

Reclamation (Fischer & Pialorsi Ranch)

A total of \$45,000 is available for replacement and maintenance of underground valves and piping, irrigation pipes and fittings, improvements on the Pialorsi house and the Fischer house.

Small Equipment & Other

\$15,000 is budgeted to cover miscellaneous emergency equipment needed and another \$5k is budgeted to cover any emergency supplies or small 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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ITEM E.3 ATTACHMENT 2

**McKinleyville Community Services District
Enterprise Funds Capital Improvement Project Budget
For the Fiscal Years Ending June 30, 2025 - 2034**

(All numbers in \$000s)

	1	2	3	4	5	6	7	8	9	10	11
	June 30, 2025	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	100	20		140					150		
Excavator			325								
Dump Truck					85						90
Tractor and Attachments	23	50	10					50			
Air Compressor and appurtenances	22							20			
Portable Emergency Generators											
Totals:	145	70	335	140	585	0	0	70	150	0	90

Utility Vehicles											
3/4 or 1-Ton Pickup	160	160	85	0	0	85	85	85			85
CCTV Trailer								30			
Car									40		
Light Duty Utility Truck				120	60						
Totals:	160	160	85	120	60	85	85	115	40	0	85

Water System											
4.5m New Tank Property procurement, design & construction	9,000										
Property Purchase/Improvements											
Water Tank Painting	750							750		800	
Water Tank Cathodic	25					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	8			9				10			
McCluski Tank 3 Replacement	200	2,000	2,000								8
McCluski Pipeline Assessment and Replace		30	100								
Norton Tank Tree svc											

**McKinleyville Community Services District
Enterprise Funds Capital Improvement Project Budget
For the Fiscal Years Ending June 30, 2025 - 2034**

(All numbers in \$000s)

	1	2	3	4	5	6	7	8	9	10	11
	June 30, 2025	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
Alternative Energy Masterplan											
Tank Seismic Actuators						20					
Fire Hydrant System Upgrade	7	7	7								
Water Main Rehabilitation and Replacement	1,800	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						90	20	70	131	260	
Blake Station Upgrades											
Emergency Generator											
Totals:	12,040	4,037	5,107	2,045	1,056	1,385	1,020	1,830	1,131	2,060	1,033

Sewer System											
WWMF Engr Study (Disinfection Upgrade Proj)	70	150	70					80			
WWMF NPDES Permitting	25				6,000		2,000	300			
WWMF Fencing and Gate	10	10	10			10	10	10	10	10	
WWMF SO2/Chlorine Injector Controllers									20		
WWMF Sludge Disposal & handling	200	200	240	240	240	240	240	240	240	240	240
Customer Radio Meter Testing/Replacements						90	20	70	131	260	
Collection System Upgrades-Hwy Undercrossings	100	1,000	6,000								
Sewer Main Rehabilitation and Replacement	1,500	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	60	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	250	500	1,000								
Sewer Main Camera Unit	30				50						
Underground Pipe Locator & Camera		5			5			5			5
SCBA Apparatus and Bottles	6		6								
WWMF Solar Microgrid, Design/Build, O&M	250										
WWMF Recirculation Valve Replacement											
Flow Totalizers (THIS IS COMPLETED)											

**McKinleyville Community Services District
Enterprise Funds Capital Improvement Project Budget
For the Fiscal Years Ending June 30, 2025 - 2034**

(All numbers in \$000s)

	1	2	3	4	5	6	7	8	9	10	11
	June 30, 2025	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
WWMF Pond Armouring	80	80									
WWMF Lab Cabinets											
WWMF Pumps & Motors	16	16	16	16							
Totals:	2,597	3,001	9,032	1,296	7,335	1,480	3,310	1,745	1,441	1,550	1,285

Office, Corporation Yard & Shops

Facility Upgrades and Sealcoat	10	10				10		10			
Office Building	100	1,500	1,500								
Property Purchase	450										
Major Building Repairs (emergency repairs)	20	20	20	14							
Totals:	580	1,530	1,520	14	0	10	0	10	0	0	0

Computers, Software & Equipment

Printers, File Server upgrades	10	12	12	12	12	12	12	12	12	12	12
MOM Upgrade and Replacement - ERP eval		200	35								
Office Equipment	5	5	5	5	5	5	5	5	5	5	5
GIS/SEMS/CADD Equipment and Software	8	5			5			5			5
Totals:	23	222	52	17	22	17	17	22	17	17	22

Reclamation (Fischer & Pialorsi Ranches)

Barn, Fence, House Upgrades	15	15	15	15	15	15	15	15	15	5	5
Irrigation Pipe and Fittings	10			10						10	
Pialorsi Property purchase (completed 2019)											
Reclamation Site Upgrade/Perc Pond Habitat Proj											
Underground Valving and Piping	20	20			12						
Totals:	45	35	15	25	27	15	15	15	15	15	5

**McKinleyville Community Services District
Enterprise Funds Capital Improvement Project Budget
For the Fiscal Years Ending June 30, 2025 - 2034**

(All numbers in \$000s)

	1	2	3	4	5	6	7	8	9	10	11
	June 30, 2025	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	20
GPS Surveying Equipment		20							20		
Office Emergency Generator			22								
Totals:	20	40	42	20	20	20	20	20	40	20	20
Expenditures	15,610	9,095	16,188	3,677	9,105	3,012	4,467	3,827	2,834	3,662	2,540
Departmental Allocations:											
Water Fund	12,504	5,048	6,124	2,201	1,150	1,451	1,081	1,949	1,310	2,079	1,142
Wastewater Fund	3,106	4,047	10,064	1,477	7,956	1,561	3,386	1,879	1,580	1,584	1,399
Total	15,610	9,095	16,188	3,677	9,105	3,012	4,467	3,827	2,889	3,662	2,540
									(55)		
Internal Funds/Reserves/Debt - District Share	8,260	6,095	14,688	3,677	9,105	3,012	4,467	3,827	2,889	3,662	2,540
Potential Grant Funding Expected	7,350	3,000	1500								

McKinleyville Community Services District

BOARD OF DIRECTORS

December 6, 2023

TYPE OF ITEM: **ACTION**

ITEM: E.4 **Consider Joining the ACWA (Association of California Water Agencies) Coalition Supporting ACWA-Sponsored AB 2257**

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

TYPE OF ACTION: **Roll Call**

Recommendation:

Staff recommends that the Board review the information provided and consider authorizing the General Manager to sign on to join the ACWA coalition supporting ACWA-Sponsored AB-2257 on behalf of the District.

Discussion:

ACWA is urging members to join a coalition to support AB 2257, which would help member agencies defend against Proposition 218 lawsuits by requiring litigants to participate and raise specific objections before a public hearing.

AB 2257 builds on the strict procedural ratemaking requirements of Proposition 218 by creating a robust public process that facilitates dialogue, transparency, and the opportunity to resolve issues and avoid costly litigation. Authored by Assemblymember Lori Wilson (D-Suisun City) and sponsored by ACWA, the bill would bring to light all possible complaints and provide an opportunity to resolve a dispute and avoid litigation altogether. It would build on the success of ACWA-sponsored SB 323 (Caballero, 2021), which created a 120-day statute of limitations for filing lawsuits against water and sewer rates through the Proposition 218 process. This will also help to eliminate the potential retroactive invalidation effects of Initiative 1935, if it passes.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

Initiative 1935 is eligible for the November 2024 statewide ballot. This measure (previously Initiative 21-0042A1) would revise the state Constitution to significantly undermine local control and the ability of local governments to provide services and infrastructure. The passage of Initiative 1935 would invalidate any revenue measures passed since January 1, 2022 that were put on the local ballot by citizen initiative requiring majority vote approval. The initiative

would also repeal all taxes that do not contain a sunset (expiration date). This would have a tremendous fiscal impact to the District. The passage AB-2257 would help prevent frivolous lawsuits enacted as the result of Initiative 1935.

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – ACWA AB 2257 Coalition Sign Up Form
- Attachment 2 – AB 2257 Fact Sheet



ACWA-Sponsored AB 2257 Coalition

AB 2257 (Wilson)

ACWA is Sponsoring AB 2257 (Wilson, D – Suisun City), which would require litigants to engage in an agency's public comment process before challenging water and sewer rates and assessments in court if public agencies follow specified procedures. In the event of litigation, the bill would limit the administrative record to evidence presented to the agency during the ratemaking process.

A rise in Proposition 218 litigation is making it increasingly difficult to ensure agencies can pass fair and reasonable rates to cover the costs of operations and investments. Oftentimes, these suits are filed without first having raised these alleged violations with the public agency during the public notice-and-comment process leading up to the decision to adopt rates or assessment. AB 2257 would bolster the financial stability of public water and sewer agencies by creating a robust public process that facilitates dialogue, transparency, and the opportunity to resolve issues and avoid costly litigation.

[Link to AB 2257 Fact Sheet](#)

Please complete the following questions to be added to ACWA's coalition letter in support of AB 2257. If you have any questions regarding this survey please email Kylie Wright at kyliew@acwa.com.

* **Agency/Organization Name**

* **Signatory Name**

* **Signatory Title**

*** Contact information to be added to a distribution list related to the coalition**

(For multiple names and emails, please separate with a semicolon)

Name(s)

Email(s)

Agency's/Organization's Logo

Please upload your agency's/organization's logo

Choose File

No file chosen

Please check the following box only if

Your agency/organization does not have a logo

Submit

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LORI D. WILSON

Assemblywoman, District 11

FACT SHEET

AB 2257

SUMMARY

AB 2257 would authorize public agencies to adopt procedures for the submittal and consideration of public comments regarding proposed water or sewer rates or assessments (fees). If an agency elects to adopt procedures, a person would be required to timely submit written comments that specify the grounds for alleging that the fees do not comply with Proposition 218 in order to challenge the fees in court. Public agencies would be required to provide written responses to all comments received before acting on the proposed fees. AB 2257 would also detail documents that would comprise the administrative record in the event of litigation.

BACKGROUND

California's water and sewer agencies provide essential government services for the benefit of communities, agriculture, industries, and the environment. Public agencies are responsible for ensuring a consistent and reliable water supply, safeguarding the quality of drinking water, planning, constructing, and maintaining infrastructure, collecting and treating wastewater, and much more.

With climate change presenting unprecedented challenges, these agencies also must adapt and enhance aging infrastructure to mitigate the impacts of increasingly frequent and severe climate-related events.

The revenue necessary for public agencies to fulfill their essential functions predominantly comes from service rates and assessments. While these agencies require financial stability to meet ever increasing demands, a rise in Proposition 218 litigation is making it increasingly difficult to ensure agencies can pass fair and reasonable rates to cover the costs of operations and investments. Oftentimes, these suits are filed without first having raised these alleged violations with the public agency

during the public notice-and-comment process leading up to the decision to adopt rates or assessment. When litigants avoid raising concerns with proposed rates or assessments during the ratemaking process, the public agencies cannot endeavor to resolve the dispute and avoid litigation. Surprise lawsuits have the potential to undermine an agency's ability to maintain stable budgets necessary to operate effectively.

EXISTING LAW

Proposition 218, or the "Right to Vote on Taxes Act," was approved by California voters in 1996. This initiative added to the California Constitution and imposed procedural and substantive requirements that govern how local agencies levy fees and charges to pay their costs to provide property-related services, like water and sewer service.

Proposition 218's procedural requirements mandate that an agency must mail written notice to property owners at least 45 days in advance of a public hearing for the ratemaking agency to consider any protests to the new or increased rates it has proposed for adoption. The hearing includes an opportunity for property owners to object to the proposed fee or charge (called a "protest"), and the agency must consider all protests received. If written protests against the proposed fee or charge are presented by a majority of property owners (called a "majority protest"), Proposition 218 prohibits the agency from imposing the fee or charge. If less than a majority protest, the agency must decide whether to adopt the rates as proposed, to reduce the rates, or to start over with a new ratemaking proposal.

Proposition 218's key substantive limit requires a local agency to demonstrate that any new or increased property-related fee or charge reasonably represents the cost of providing service.

One of the most fundamental rules governing the relationship between agencies and courts is the "exhaustion of remedies" principle, which requires individuals to raise concerns about proposed agency action by pursuing available agency procedures for addressing concerns before they may sue the agency in court. The exhaustion requirement serves several important purposes: (1) permitting the agency to resolve factual issues, apply its expertise, and exercise statutorily delegated remedies; (2) bolstering administrative autonomy; (3) promoting judicial economy; and (4) mitigating damages.

Finally, when a party challenges the validity of an administrative agency's legislative or quasi-legislative action, the general rule is that relevant evidence is confined to the record of proceedings before the legislative body. This rule, known as the "record review rule," comes from the California Supreme Court's holding in *Western States Petroleum Association v. Superior Court* (1995) 9 Cal.4th 559 (Western States), and is grounded in the separation of powers doctrine.

SOLUTION

This bill would create an exhaustion of administrative remedies procedure for water and sewer rates and assessments that, if public agencies elect to follow, would require the public to submit a timely written objection to the ratemaking proposal or new assessment and raise the particular Proposition 218 compliance issues the plaintiff may later litigate.

Public agencies that adopt exhaustion procedures would be required to provide their board and the public with written responses to each comment received before an agency acts on proposed rates or assessments. With a greater understanding of potential concerns and the agency's responses, the agency's board would have the opportunity to abandon its ratemaking/assessment proposal, change it (reduce it), or to better explain why it complies with Proposition 218's substantive limitations, before having to defend it in litigation.

If a public agency complies with the exhaustion procedures, the bill would specify documents that could be included in the administrative record, subject to certain exceptions, in the event of litigation.

AB 2257 builds on the strict procedural ratemaking requirements of Proposition 218 by creating a robust public process that facilitates dialogue, transparency, and the opportunity to resolve issues and avoid costly litigation. Codifying a procedure that requires issue exhaustion in Proposition 218 litigation would protect both legislative and adjudicative functions by allowing a

legislative body to hear the evidence, apply its reasoned discretion and expertise, and create an administrative record to facilitate judicial review. This would also foster better-informed administrative decisions, which benefit the objector, the public agency, and members of the public within the public agency's jurisdiction. This is especially valuable in ratemaking cases in which evidence and policies are highly technical.

Contact:

Laura Edwards, Legislative Fellow (916) 319-2011
Laura.Edwards@asm.ca.gov

Support:

Association of California Water Agencies (ACWA),
(Sponsor)

Updated February 8, 2024

McKinleyville Community Services District

BOARD OF DIRECTORS

March 6, 2024

TYPE OF ITEM: **INFORMATION**

ITEM: F.3.A **Finance & Administration – December 2023 – January 2024 Report**

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

TYPE OF ACTION: **None**

FINANCIAL, AUDIT, & BUDGET INFORMATION

The District has \$813,722 to date in the Trust Account for the Biosolids Disposal project.

Customer adjustments at January month-end total \$12,676; the annual budget for this sub-item is \$45,000. (GL# 501/551-62120)

Total Board Travel as of January 31, 2024 is \$11,283 which is 46% of the approved \$24,700 budget for this item. (GL# 001/005/501/551 62090-888)

Audit/Budget Update:

The Single Audit field work is largely complete. Remaining questions from the auditor have been submitted to the California State Water Resources Control Board, including a request for extension of the March 31st deadline. The Audit & Finance Committee has met with the Auditor to review the work thus far.

The Audited Financials for FY22-23 are now posted on the District's website and have been disseminated to the various lenders and other interested parties who require them.

The State Controller's Office Financial Transaction Report was completed by the auditor, as stated in the contract, and was uploaded to the SCO website before the January 31st deadline. The District has received the information from the State Controller's Office for the annual Compensation Report, which will be completed and submitted before the due date of April 30, 2024.

Activity Summary

The Activity Summaries by Fund provides information on revenues and expenses or expenditures for each Fund, both current month and year-to-date. There is also a column showing the year-to-date budget and amounts and percents over or under. Lines that deviate from the calculated budget by more than 10% have an explanatory

note. Often, this is no more than a reminder that, while the budget is divided evenly across twelve months, actual expenses often do not follow the same pattern. Other times, there are specific reasons for a deviation, such as contributed construction or the collection of unexpected capacity fees.

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

OTHER UPDATES

The hiring process for a new permanent Finance Director is moving forward. We will accept resumes for this position until March 15th.

McKinleyville Community Services District

BOARD OF DIRECTORS

March 6, 2024

TYPE OF ITEM: **INFORMATION**

ITEM: F.3.B **Operations Department – Jan./February 2024 Report**

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

TYPE OF ACTION: **None**

Water Department:

Water Statistics:

The district pumped 35.3 million gallons of water in January.
Four 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.

Average and Maximum Water Usage:

The maximum water usage day was 1.1 million gallons and the average usage per day was 1.4 million gallons.

Water Distribution Maintenance:

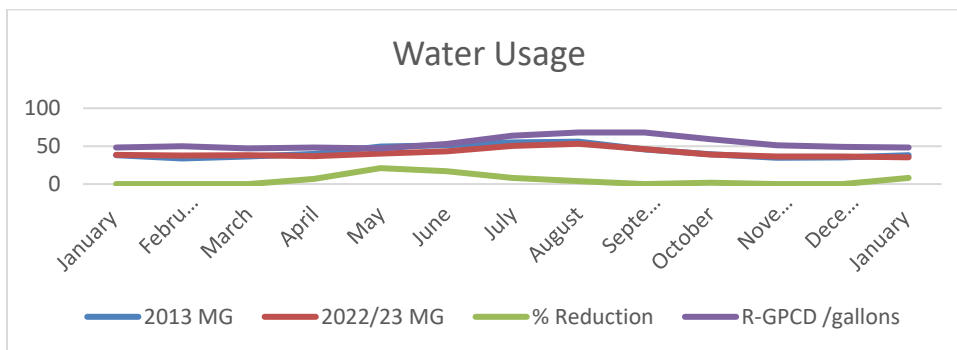
Weekly Bacteria Samples were collected on Schedules 1, 3, 4, 5 and 6 which represent different locations in the water distribution system. The schedules are made up of a sample taken in each pressure zone. Valve exercising continues. This annual program keeps valves operable and easy to operate when needed. Each valve is exercised and recorded on the template app. Any valves requiring repairs will generate a work order. Hydrant inspections are also being conducted. Staff exercises each hydrant valve, flushes water and inspects for leaks around fittings and cracks in the concrete base. A service line leak was repaired on Hiller due to a bad crimp. Staff installed a new line from the main to the meter box.

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. Amp and Meg all motors at the water stations was completed as part of the semi-annual maintenance. During this time, motors are checked for balance and adjusted where needed along with checking the health of the motor. A sampling port was installed on the Jensen PRV station to be able to verify CL2 residuals.

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)	2023/24 (MG)	% Reduction	R-GPCD
January	38.241	38.464	(0)	48
February	33.751	34.914	(-3)	48
March	36.244	38.211	(-5)	47
April	39.755	37.003	7	48
May	49.407	39.491	21	47
June	51.337	42.826	17	53
July	54.757	50.136	8	64
August	55.908	53.131	4	68
September	45.702	46.090	(-1)	68
October	39.439	38.843	2	59
November	34.879	36.315	(-4)	51
December	34.879	36.333	(-3)	49
January	38.241	35.266	8	48



R-GPCD = Residential Gallons Per Capita Day

New Construction Inspections:

Midtown Court Tract: Plans were reviewed, and plan check fees have been paid. This project has not started yet.

Sewer Department:

Wastewater Statistics:

38.6 million gallons of wastewater were collected and pumped to the WWMF. 39.8 million gallons of wastewater were treated and discharged to NPDES Permit site EFF-001 River disposal in January.

Sewer Station Maintenance:

Monthly inspections and daily routines were conducted at all sewer stations. Amp and Meg all motors at the sewer stations was completed as part of the semi-annual maintenance. During this time, motors are checked for balance and adjusted where needed along with checking the health of the motor. The Fischer pump station was 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. A breaker coil was replaced for the Fischer station pump 1. This was done in house and resulted in a cost savings near \$10k. The dehumidifier at B Street was replaced due to the existing one failing. During this repair, staff cleaned the station, replaced the worn belts on the pump and replaced a drain valve that had been difficult to operate. Letz pump 3 was found to be running higher hours. Staff investigated and found that the pump was ragged up. Staff cleared the debris, checked tolerances on the wear plate, and placed pump back into service. Pump 2 was also inspected during this time, along with repairing a minor roof leak. String trimming was completed along the Babler site fence line.

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. Manhole inspections continue. Staff will be monitoring flow and conditions and logging the data into the online portal that was designed for the inspections. The mapping portal helps identify manholes needing inspections, along with repairs needed. Staff has repaired a few manhole leaks that were found during the inspections. String trimming was completed on the Turner sewer R.O.W. along with the sewer R.O.W. at School and Salmon.

Wastewater Management Facility:

Daily and weekly maintenance continues at the treatment plant to perform required service on the equipment. Repairs have been made on two of the basin valves due to not operating correctly. Staff is still waiting on the new Draft Discharge permit to review and comment on.

Daily Irrigation and Observation of Reclamation Sites:

River discharge started in December. Irrigation pipe was picked up and stored for the winter. A couple downed trees were cleaned up in the Hiller Lanes. Staff continues to visit the sites regularly for homeless activity.

Street Light Department:

There was 1 streetlight complaint in January related to not having power. The wires have been ran and waiting on PG&E to connect.

Promote Staff Training and Advancement:

Weekly tailgate meetings and training associated with job requirements. Staff received training on, Arc Flash, Avoiding Slips and Trips, Avoiding Pinch Points and Chemical 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

Submitted Annual Drinking Water Discharge report to the State

Submitted Annual DOORS, TRUCR and Emission reports for Diesel usage

Submitted the Annual WWMF report to the State

Attended meeting for the McCluski Tank Project.

Attended meetings and inspections for 4.5 MG Tank project

Attended Community Forest meeting

Reviewed Fischer Station Qualifications and Scope and helped selected an engineer.

GIS:**Plans & Programs**

- Annual review of the Sanitary Sewer Management Plan & Overflow Emergency Response Plan
 - No changes were made.
- Annual review of the Best Management Practices for Drinking Water System Discharges
 - No changes were made.

General GIS & Maps Completed

- Worked with Openflows WaterCAD to run scenario of adding town center development to existing water system.
 - Troubleshoot existing model to ensure existing components are reflective of current system.
 - Ran multiple scenarios to see water systems capability to handle potential new demand from subdivision.
 - Researched and gained familiarity with software capabilities for future work with the model
- Central Ave Rehab Sewer and Water Mainline
 - Finished updating changes to shapefiles to reflect the changes from the project.
- Community Forest Map updates
 - Minor edits to access locations and simplified symbology of the map.

- Added updated forest boundary layer from Green Diamond
- Began to create community forest easements from easement agreement document.
- ArcGIS Online Updates
 - Added open space maintenance zones to web map
 - Updated trails layer
 - Added community forest to MCSD Owned layer on web map

Misc. Work Completed

- USA's and Document Filing
- Completed request for lead service line assistance application.
- Sewer line camera files uploaded to P-Drive and uploaded into appropriate sewer lines on the GIS as attachment.
- Calculated service connection totals for Gen. Water System Schematic

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McKinleyville Community Services District

BOARD OF DIRECTORS

March 6, 2024

TYPE OF ITEM: **INFORMATION**

ITEM: F.3.C **Parks & Recreation Director's Report for February 2024**

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

TYPE OF ACTION: **None**

TEEN & COMMUNITY CENTER-BOYS & GIRLS CLUB PARTNERSHIP:

Staff continues to meet with BGCR staff weekly. The Teen Club 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 20, 2024. The notes from that meeting can be reviewed in **Attachment 1**.

BMX TRACK & PARK PROJECT:

Melton Design Group is working to complete the final construction bid plans. It is anticipated that the construction bid process will begin in March and that construction will be able to begin in the late spring or early summer.

COMMUNITY FOREST UPDATES:

The upper Murray Rd. Access point is being prepared to allow parking off the road. A temporary gate has been installed and space has been cleared and graveled. This is a temporary parking solution until permanent parking and access amenities can be designed and constructed.

The Adhoc Community Forest Committee met on February 20th and discussed the timeline for developing the full McKinleyville Community Forest Committee, as well as the revision to MCSD's Rules and Regulations to incorporate rules pertaining to the Community Forest.

RECREATION PROGRAM UPDATES

- Drop-in Pickleball is on Monday, Wednesday and Friday mornings 9:30am to 12:30pm at the McKinleyville Activity Center. Drop in is \$4 per person.
- March Beginning Pickleball class is almost full. Class will run March 6th to March 27th.
- Drop-in Kung Fu is on Tuesday and Thursday evenings 5:30pm-7:00pm \$10 per person per class. Bulk class passes are available to purchase at \$7.50 per class.

- Drop-in Tai Chi is Sundays 11:00am-12:00pm \$10 per person per class. Bulk class passes are available to purchase at \$7.50 per class.
 - The Martial Arts classes are averaging 10-14 people per class.
- Fast Break Friday's, 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.
- Sunday Night drop-in Basketball is averaging 8-10 participants per week.
- Playgroup for children 0-5 years old is running every Thursday from 10:30am-12:30pm.
- The 2024 Youth Basketball League for youth in 3rd thru 9th grades is hosting 26 teams. The league will finish the season on Saturday, March 2nd.
- Registration for the Pee Wee Basketball league for Kindergarten thru 2nd grades is now open.
- Totletics Soccer begins on March 9th. There are only 3 spots left for the program.
- Breakout: Skate Camp February 20-23, 2024 was full. Breakout is a day camp program for youth age 6-11. Registration for the Spring Break Breakout is currently open.
- Cooking classes for kids: January hosted a class on Eggs which was a sold out class. March will host a Mexican food class and the class is already full.

PARK & FACILITY MAINTENANCE UPDATES:

The Parks crew and NHES continue the routine schedule for maintenance on Central Ave. and Open Space Zone landscaping. Staff continue to keep up with daily/weekly routine facility and vehicle maintenance. Nutrients for the Hiller Sports Site fields are have been applied and staff are working to fill holes in preparation for upcoming youth sport seasons. Monthly inspections were conducted on all facilities and Open Spaces.

A new oven and range were installed at Azalea Hall. This completes the work funded by the Prop 68 per Capita grant.

New "on leash" and "off leash" area designation signs have been installed at Hiller Park.

FACILITY RENTALS & USE

- 12 Azalea Hall Rentals plus a weekly and a bi-weekly meeting room rental in January through February.
- 9 parties were booked through the Party Program at the Activity Center in January through February.

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, the McKinleyville Family Resource Center Board of Directors and the Boys & Girls Club of the Redwoods Board of Directors.
- Staff continues to provide support to other departments of the District; assisting with accounts payable, and payroll.

ATTACHMENTS:

- Attachment 1 – PARC Meeting Notes 2-20-2024

Wednesday, February 21, 2024

6:30pm

Parks & Recreation Committee Meeting

NOTES

Members Present: Johnny Calkins, Jane Fusek, John Kulstad, Heidi Conzelmann, Jennifer Ortega, Scott Binder, Charlie Caldwell, Ciara Torres, Dana Merrill, Laura Bridy, Patti Stuart

Members Absent: Julie Giannini-Previde, Phil Heidrick

Meeting Notes:

Communications:

None

Public Comment:

None

Botanical Garden Volunteer Recruitment

Member Jane Fusek asked the committee for feedback on ways to publicize the botanical garden and the need for volunteers to help maintain it for the upcoming spring, summer and fall seasons. Several suggestions were made including:

- Scheduling a monthly work day, tentatively planned for the 2nd Sunday of the month in the afternoon, starting in April
- Posting the work day schedule in local news outlets, including the local senior newsletter
- Creating flyers and distributing at CalPoly Humboldt and sharing with the Master Gardeners program

Rules & Regulations Revision pertaining to Community Forest

Staff presented a DRAFT revision to the MCSD Rules & Regulations Rules 46-48 to the committee. Committee members commented on the rule 47.02 pertaining to motorized and electric vehicles stating that there are several types of electric bicycles currently being used by the mt. biking community and suggested that there be more concise description of what is not allowed rather than a blanket prohibition of all electric vehicles.

Staff indicated that meetings with the Mt. Bike community are scheduled and that the language may change once more information is gathered. It will be the responsibility of the standing committee, once formed to make rule and guideline recommendations to the District as part of the community forest management process.

Committee members asked about law enforcement protocols and hoped that would be a topic that the standing committee addresses.

Committee members also asked about the staffing needed for maintenance of the forest and what the District's plans for that are.

Community Garden:

Charlie is working with the Boys & Girls Club staff, the Humboldt Skatepark Collective to create a plan for collaborative efforts to rehab the garden space. Boys & Girls club staff and Charlie want to engage teen club members to take on aspects of the rehabilitation of the garden.

Dept. Director Report:

Recreation Program Updates

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- Cooking classes for kids: January hosted a class on Eggs which was a sold out class. March will host a Mexican food class and the class is already full.

Park & Facility Maintenance Updates

The Parks crew and NHES continue the routine schedule for maintenance on Central Ave. and Open Space Zone landscaping. Staff continue to keep up with daily/weekly routine facility and vehicle maintenance. Hiller Sports Site fields are now closed for the winter. Monthly inspections were conducted on all facilities and Open Spaces.

Facility Rentals & Use

- 12 Azalea Hall Rentals plus a weekly and a bi-weekly meeting room rental in January through February.
- 9 parties were booked through the Party Program at the Activity Center in January through February.

Vandalism Report

Vandalism in the restrooms at both Pierson and Hiller Park are an on-going issue.

Hewitt Ranch Property Updates

No updates at this time.

North Bank River Property Updates

No updates at this time.

Other updates:

- Staff has been participating in weekly training for a Recreation database software program upgrade.
- 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, the McKinleyville Family Resource Center Board of Directors and the Boys & Girls Club of the Redwoods Board of Directors.
- Staff continues to provide support to other departments of the District; assisting with accounts payable, and payroll.

AdHoc Committee Reports:

- Skate Park—benches are installed. HSC is planning fundraisers
- Fisher Ranch Estuary project— new signs installed.
- BMX— staff gave update on project timeline and current status
- Community Garden—see agenda item note

Agenda Items for next meeting:

Community Garden Plan

Community Forest Committee appointee from PARC

Draft Parks & Rec Operating Budget

Next meeting will be Wednesday, March 20th

Adjournment:

- Adjourned: approximately 7:21pm

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McKinleyville Community Services District

BOARD OF DIRECTORS

March 6, 2024

TYPE OF ITEM: **INFORMATIONAL**

ITEM: F.3.D **General Manager’s Report for March 6, 2024 Meeting**

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

TYPE OF ACTION: **Information Only**

A summary of activity for the month of February 2024

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 of February:

• Use of NHE Services =	\$2,893
• WEX Labor Reimbursement =	\$0
• SWAP =	\$5,040
• Volunteer Pickleball Labor =	\$471
• CSW =	\$0
• Amazon Cost Savings =	\$38
• Retrofit CL2/SO2 Vac Regulators =	\$195
• Repair Unit 18 Hood Latch =	\$40
• Repair McKluski Generator =	\$325
• Repair Fischer Pump 1 Breaker Shading Coil =	\$9,600
• Replace WWMF AB1-2, ch 8 actuated valves =	\$3,590
• Repair Light Tower =	\$65
• <u>Repair WWMF AB1-2, ch 1 actuated valves =</u>	<u>\$4,140</u>
TOTAL COST SAVINGS FOR FEB =	\$26,397

For the District’s 2023/24 Fiscal Year so far, Staff is responsible for \$321,197 in savings.

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

4.5 Gallon Water Tank Project – Mercer Fraser has handed the work off to DN Tank. DN Tank are the subcontractor that will actually construct the tank. They are forming up the floor and installing the rebar. They are scheduled to pour the floor in March and then will begin on forming the walls. The District will likely schedule a day for the Board

and Staff to observe the wall construction process when it is better weather and fits into the Contractor's schedule.

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 has \$9,000,000 budgeted, and it is anticipated that the 2024/25 FY CIP budget will budget an additional \$9M.

SRF Energy Efficiency WWMF Micro-grid Project – The installation of the microgrid at the Wastewater Management Facility (WWMF) continues to wait for PG&E to sign off on the batteries. The solar portion of the facility was brought on-line and signed off by PG&E on July 1, 2022. The District has been using and exporting solar energy since then. PG&E came out on November 16th, 2023 to do their inspection of the battery system. Unfortunately, the entire system operation was not functional, and PG&E was only able to sign off on a portion of the tests that they needed to run. A subsequent inspection still needs to be scheduled to get the final PG&E approval, and has tentatively been scheduled for the week of March 11, 2024.

This project is funded by a \$2.5M grant/\$2.5M loan from the State Water Resources Control Board Energy Efficiency program. The total project cost was \$3,896,326. We are working on the final grant closeout now and will have it completed in early 2024. We are also pursuing additional rebates for this project from the Federal Inflation Reduction Act and may be able to have much of the loan paid from those rebates. We are working with Jackson & Eklund to pursue those rebates.

Sewer Undercrossing Project – FEMA has still not completed their National Environmental Policy Act (NEPA) review and issued a Finding of No Significant Impact (FONSI) to release the Phase 2 funding of the grant to fund the final design and construction of the project. Pacific Legacy completed the fieldwork required for the FEMA requested additional Cultural Resources survey in June 2023 and submitted their Report of Findings in September 2023. The Pacific Legacy's Report has been forwarded to FEMA and they will forward it on to the State Historic Preservation Office as well as the local Tribal Historic Preservation Officers. FEMA is now working on completing NEPA and hopefully releasing the Phase 2 funding. We continue to request status updates from them.

This project is funded by a Hazard Mitigation Grant from FEMA/CalOES. The original grant request was \$3,384,400 and an additional request for a total project cost of \$6,897,400, which, if approved, would fund \$5,173,050 in grant and the District would match \$1,725,350. This fiscal years budget included \$100,000 for this project, with the remained budgeted for the 2024/25 and 2025/26 Fiscal Years. The District's match was intended to be funded from the Certificates of Participation, Series 2021B-Sewer bonds. If the project continues to be delayed, the Sewer Bond funds may need to be spent on different sewer projects.

Office Remodel – LDA Partners continues to work on the Office Remodel design. LDA completed a final floor plan and elevations views and District Staff completed a final review and approval, and LDA has moved on into the final design. We'll of course see what the Engineer's Construction Costs Estimate comes back at and make final decisions on when/if we want to go out to bid. 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.

McCluski/Hewitt Tank Replacement Project – This project consists of the replacement of the two existing redwood tanks at the west end of Hewitt Ave. The existing 100,000 gallon and 150,000-gallon redwood tanks located on McCluski will be replaced with two, 200,000-gallon, glass-fused lined, bolted steel tanks. The existing grant is for Phase 1 funding, which includes the Biological and other Special Studies as well as Geotech assessment and 65% design drawings. Kennedy Jenks has completed the initial Preliminary Design Report and initial Design Drawings as well as the final Environmental Documents. The Phase 1 documents have been submitted to CalOES and FEMA in February 2024 to close out the Phase 1 portion of the grant. We also are working on submitting a request for additional grant funding, and then we will wait for the Phase 2 grant funding to be released for the construction of the tanks.

This first phase of the work cost \$155,750 overall which includes a \$38,938 District match. This grant was included in the current Fiscal Year budget and the recent Rate Study analysis and will be paid for from the Operations CIP budget. 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 submitted a request to see if there is additional grant funding available from FEMA/CalOES for this increased construction costs.

Fischer Lift Station Upgrade Project - A Hazard Mitigation Grant was submitted for the upgrade of the Fischer Sewer Lift station on April 6, 2022. We heard in early November 2023 that Phase 1 of this grant will be funded. 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 strengthen the building. District Staff prepared the Request for Qualifications for Engineering Design and Environmental services and submitted it to Engineering firms and the Builder's Exchange as well as posting on our website. The Statement of Qualifications were due back February 6. As reported in the March 6, 2024 Board Meeting, Staff selected the GHD proposal as the most responsive and have brought the proposal to the Board for approval at this Board Meeting.

The initial Phase 1 grant award is for \$243,580 with a District match of \$25,640. This project was not budgeted for in the current Fiscal Year as it was assumed it wouldn't hit until next FY. \$500,000 was budget in FY24/25 and \$500,000 in FY25/26. It is anticipated that minimal matching funds (much less than \$25k) will be spent this year.

Reporting by County Department – A regular meeting has been scheduled with President Binder, GM Kaspari, Supervisor Madrone, and the MMAC Chair, Lisa Dugan. Jesse Miles, the Executive Director of the McKinleyville Chamber of Commerce, has 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 four organizations and the community. At the February meeting, we had scheduled a meeting with Scott Adair, County Economic Development Director. The time that Mr. Adair could meet corresponded to the regularly scheduled MMAC Incorporation Exploration Subcommittee (MIESC) meeting, and so was held in conjunction with the MIESC meeting. Mr. Adair discussed the economic impact of the Port Development and Offshore Wind Power projects, as well as the expansion of CalPoly and the Nordic Aquafarms project, but the discussion was mainly focused on Incorporation and funding for the necessary studies. He discussed several grant options, but also discussed building capacity for the MIESC to undertake pursuing these grants and working with the County on the Incorporation issues.

We will of course continue these meetings in 2024 and have scheduled meetings with Airport Director Roggatz in April, District Attorney, Eads in May, and CAO Hayes in August. We are attempting to schedule meetings with the Auditor/Controller, DHHS, and second meetings with Directors Ford and Mattsen, and Sheriff Honsal.

Grant Applications – The Mad River Watermain Crossing Hazard Mitigation Grant application was submitted to CalOES in March 2021. We heard in December 2021 that the project had been forwarded by CalOES to FEMA for funding. We have not received a grant agreement for this project; however, we have received Requests for Information

from FEMA on the scope of the project, so it does look like it will also be 75% grant funded.

The Federal Bipartisan Infrastructure Law funding that we will have access to will be run through the EPA funded Clean Water and Drinking Water State Revolving Fund Programs. The SRF funding in California is run through the State Water Resources Control Board. As discussed with the Board at the December 7, 2022 Board Meeting, we have submitted a Clean Water SRF application for funding the retrofit of the Fischer and B Street Lift Stations, which are two of our highest priority Capital Improvement Projects. We submitted this grant application in December 2022 but were unfortunately notified recently that it will not be funded this Fiscal Year. Staff had heard there was additional SRF Funding, so this was a big disappointment. The grant application will remain in their queue and will be considered for funding in the 2024/25 Fiscal Year.

We are also finishing up the design and assessment as part of the Recycled Water Grant for the Pialorsi property. We will turn this Planning Grant into an implementation grant application for the construction of the recycled water irrigation infrastructure for the Pialorsi property as well as upgrading the existing irrigation system for the Fischer property. Staff submitted the initial portions of this grant application in September 2023.

We are also pursuing grant funding through the Integrated Climate Adaptations and Resiliency Program and the National Fish & Wildlife Foundation's, America's Ecosystem Restoration Initiative: America the Beautiful Challenge 2024. For funding for the Community Forest and with CalTrout for the next phase of the project at the Fischer Road property. We will bring any grants we are successful with back to the Board for formal approval.

Meetings –The General Manager attended numerous meetings as usual. The meetings in February included meetings with Green Diamond, Trust for Public Lands, and the Title Company to finalize the transfer of the Community Forest lands prior to the close. The daily and weekly construction meetings for the 4.5MG Reservoir construction continue. As well as the Hewitt Tank project design with Kennedy Jenks Engineers, the final BMX Park bid package meetings, Microgrid permitting meetings, MMAC Incorporation subcommittee meetings, and MMAC general meetings. 2024 is shaping up to be a busy year yet again.

Attachments: Attachment 1 – WWMF Monthly Self-Monitoring Report

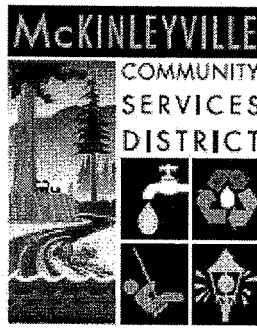
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R.W.Q.C.B. NORTH COAST REGION
5550 SKYLANE BLVD., SUITE A
SANTA ROSA, CA 95403

February 28, 2024

RE: MONTHLY MONITORING REPORT

Dear Justin:

Enclosed is the Monthly Monitoring Report for January 2024 for McKinleyville Community Services District Wastewater Management Facilities WDID NO. 1B82084OHUM, operating under Order Number R1-2018-0032.

The normal discharge of effluent was 30 days going to 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 Max	Instant Min	Results
Monitoring Location EFF- 001								
BOD	mg/L	30	45	>85				Compliance
TSS	Mg/L	30	45	>85				Compliance
PH	s.u.					6.5	8.5	Compliance
Settleable Solids	ml/L	0.1			0.2			Compliance
Chlorine Total Residual	mg/L	0.1			0.2			Compliance
Carbon Tetrachloride	ug/L	.25			.75			Compliance
Ammonia Impact Ratio	mg/L	1.0			1.0			Compliance
Dichlorobromomethane	ug/L	.56			1.4			Compliance
Monitoring Location LND-001, REC-001								
Nitrate		10						Compliance
PH		6.0- 9.0	6.0 – 9.0					Compliance

Total Coliform Organisms MPN/100 ml. The Monthly Median not to exceed MPN of 23 and the daily maximum not to exceed MPN of 240. The reported results for the current month are as follows. Median was <1.8 and a Maximum of 7.8. Five samples were collected in the month of January and was in compliance.

Monthly River Monitoring was conducted in January.

Discharged to River in January.

Acute Toxicity Percent Survival. Minimum for any bioassay is 70% survival. Median for three or more consecutive bioassays at least 90% survival. Acute results were 100% and TST Pass for Rainbow trout.

Chronic Toxicity of Effluent to Fathead Minnow resulted in a Pass for both survival and growth endpoints.

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

JANUARY 2024

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	0.967	1.176	1185					0.000	1.176
2	0.961	1.175	1175					0.000	1.175
3	1.053	1.246	1159					0.000	1.246
4	1.006	1.291	1260					0.000	1.291
5	0.991	1.310	1298					0.000	1.310
6	1.063	1.270	1206					0.000	1.270
7	1.112	1.295	1320					0.000	1.295
8	0.995	1.215	1324					0.000	1.215
9	1.068	1.248	1150					0.000	1.248
10	1.252	1.267	1086					0.000	1.267
11	1.143	1.329	1248					0.000	1.329
12	1.091	1.364	1323					0.000	1.364
13	1.841	1.319	1220					0.000	1.319
14	1.679	1.271	1215					0.000	1.271
15	1.428	1.337	1169					0.000	1.337
16	1.303	1.364	1165					0.000	1.364
17	1.284	1.369	1169					0.000	1.369
18	1.223	1.380	1194					0.000	1.380
19	1.159	1.377	1261					0.000	1.377
20	1.459	1.356	1212					0.000	1.356
21	1.506	1.341	1195					0.000	1.341
22	1.466	0.535	1162					0.000	0.535
23	1.394	0.000	0					0.000	0.000
24	1.351	0.742	1196					0.000	0.742
25	1.292	1.485	1245					0.000	1.485
26	1.233	1.654	1402					0.000	1.654
27	1.255	1.668	1510					0.000	1.668
28	1.298	1.639	1578					0.000	1.639
29	1.194	1.634	1523					0.000	1.634
30	1.158	1.603	1492					0.000	1.603
31	1.408	1.577	1444					0.000	1.577
TOTAL	38.633	39.837		0.000	0.000	0.000	0.000	0.000	39.837
AVERAGE	1.246	1.285	1229	0.000	0.000	0.000	0.000	0.000	1.285
MAXIMUM	1.841	1.668	1578	0.000	0.000	0.000	0.000	0.000	1.668
MINIMUM	0.961	0.000	0	0.000	0.000	0.000	0.000	0.000	0.000
DAYS	31	30		0	0	0	0	0	30

DAYS WITH NO DISCHARGE = 1