

**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 2, 2022 AT 6:00/7:00pm**

**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. Masks will be required

To participate by teleconference, please use the toll free number listed above, or join through the internet at the Zoom App with weblink and ID number listed above, or the public may submit written comments to the Board Secretary at: [comments@mckinleyvillecsd.com](mailto:comments@mckinleyvillecsd.com) up until 4:30 p.m. on Tuesday, March 1, 2022.

All Public Comment received before the above deadline will be provided to the Board at 9 a.m. on Wednesday, March 2, 2022 in a supplemental packet information that will also be posted on the website for public viewing.

Please note that, due to potential technical difficulties, the quality of the Zoom meeting cannot be guaranteed. **If you have public input to provide on an agenda item, it is recommended you attend in person at Azalea Hall or submit written comments as outlined above.**

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**AGENDA**  
**Special Meeting 6:00 pm**

**A. CALL TO ORDER**

A.1 Roll Call

A.2 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.*

**A.3 Appoint Real Property Negotiators (Government Code § 54956.8)**

**Property:** 1656 Sutter Road, McKinleyville, CA

**Agency Negotiators:** Pat Kaspari (MCSD General Manager); Russel Gans (MCSD District Counsel)

**Negotiating Parties:** Thomas McMurray (PWM, Inc)

**Under Negotiation:** Lease Extension, price/terms of payment

**A.4 Closed Session Discussion**

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

**a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code § 54956.8)**

**Property:** 1656 Sutter Road, McKinleyville, CA

**Agency Negotiators:** Pat Kaspari (MCSD General Manager); Russel Gans (MCSD District Counsel)

**Negotiating Parties:** Thomas McMurray (PWM, Inc)

**Under Negotiation:** Lease Extension, price/terms of payment

**b. CONFERENCE WITH DISTRICT LABOR NEGOTIATORS (Government Code § 54954.5 and 54957)**

**Agency designated representative:** Board Members Dennis Mayo and David Couch

**Unrepresented employee to whom negotiations pertain:** All MCSD

**AGENDA**

**Regular Meeting 7:00 p.m.**

**A. CALL TO ORDER**

A.1 Report Out of Closed Session

A.2 Roll Call

A.3 Pledge of Allegiance

A.4 Additions 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.5 Approval of the Agenda

**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 2, 2022 **Pg. 7**  
Attachment 1 – Draft Minutes from February 2, 2022 **Pg. 8**
- D.2 Consider Approval of January 2022 Treasurer’s Report **Pg. 13**
- D.3 2021 Wastewater Management Facility Annual Report to the North Coast Regional Water Quality Control Board (NCRWQCM) **Pg. 35**  
Attachment 1 – Summary of 2021 Wastewater Management Facility Annual Report **Pg. 37**
- D.4 Reaffirm Resolution 2021-27 Making Findings Pursuant to Government Code Section 5493, as Amended by Assembly Bill 361, and Authorizing the Continued Use of Virtual Meetings **Pg. 47**  
Attachment 1 – Approved Resolution 2021-27 **Pg. 49**
- D.5 Consider Attendance at the 2022 Special Districts Legislative Days in Sacramento May 17 and 18, 2022 **Pg. 51**  
Attachment 1 – Special District Legislative Days Website Information **Pg. 53**

**E. CONTINUED AND NEW BUSINESS**

- E.1 Presentation of Humboldt County’s Multifamily Rezone Project (Information/Presentation) **Pg. 55**  
Attachment 1 – County Presentation Slides **Pg. 57**

E.2	Consider Preparing an MOU with Humboldt Bay Municipal Water District to Wheel HBMWD Water through MCSD System to the Trinidad Rancheria (Action)	<b>Pg. 61</b>
	Attachment 1 – Mainline Extension Agreement between HBMWD and Trinidad Rancheria	<b>Pg. 63</b>
	Attachment 2 – February 3, 2021 Disclosure of Conflict of Interest letter from Mitchell Law Firm	<b>Pg. 88</b>
E.3	Consideration of Water Leak Adjustment Appeal from Daryl Runyan	<b>Pg. 97</b>
	Attachment 1 – MCSD Water Leak Adjustment Policy	<b>Pg. 100</b>
	Attachment 2 – Detailed Payment History	<b>Pg. 102</b>
	Attachment 3 – Water Leak Adjustment Calculations	<b>Pg. 104</b>
	Attachment 4 – Original Appeal	<b>Pg. 105</b>
E.4	Review Information for the Draft Capital Improvement Plan for the Operational Funds: Water, Wastewater, and Streetlights, FY 2022-23	<b>Pg. 107</b>
	Attachment 1 – Draft Capital Improvement Plan Budget for the Water, Wastewater, and Streetlights Funds	<b>Pg. 108</b>
	Attachment 2 – Draft Capital Improvement Plan Narrative for the Water, Wastewater, and Streetlights Funds	<b>Pg. 113</b>
E.5	Consider Call for Nominations for District Board Members to Serve on Humboldt Local Agency Formation Commission (LAFCo)	<b>Pg. 117</b>
	Attachment 1 – Humboldt LAFCo Call for Nominations Letter	<b>Pg. 119</b>
E.6	Consider First Reading of Ordinance 2022-01 Amending Regulation 68: Latent Powers of Article VI: General Provisions of the MCSD Rules and Regulations to Include Law Enforcement Collaboration (Action)	<b>Pg. 125</b>
	Attachment 1: Ordinance 2022-01	<b>Pg. 127</b>

## **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/Clark-Peterson)
- b. Area Fund (John Kulstad/Clark-Peterson)
- c. Redwood Region Economic Development Commission (Clark-Peterson/Binder)
- d. McKinleyville Senior Center Board Liaison (Clark-Peterson/Binder)
- e. Audit (Orsini/Couch)
- f. Employee Negotiations (Couch/Mayo)
- g. McKinleyville Municipal Advisory Committee (Orsini/Binder)
- h. Humboldt Local Agency Formation Commission (Couch)
- i. Environmental Matters Committee (Couch/Clark-Peterson)
- j. AdHoc Committee – Community Forest (Mayo/Orsini)
- k. AdHoc Committee – Latent Powers (Couch/Orsini)



F.2 LEGISLATIVE AND REGULATORY REPORTS

F.3 STAFF REPORTS

- a. Support Services Department (Colleen M.R. Trask) **Pg. 131**
- b. Operations Department (James Henry) **Pg. 133**
- c. Parks & Recreation Department (Lesley Frisbee) **Pg. 139**
- d. General Manager (Pat Kaspari) **Pg. 145**  
Attachment 1 – WWMF Monthly Self-Monitoring Report **Pg. 150**

F.4 PRESIDENT’S REPORT

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

**G. ADJOURNMENT**

**Posted 5:00 pm on February 25, 2022**

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

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

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# McKinleyville Community Services District

## BOARD OF DIRECTORS

March 2, 2022

TYPE OF ITEM: **ACTION**

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

**PRESENTED BY:**              **April Sousa, 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 2, 2022 Regular Board Meeting.

**Discussion:**

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

**Alternatives:**

Staff analysis consists of the following potential alternative

- Take No Action

**Fiscal Analysis:**

Not applicable

**Environmental Requirements:**

Not applicable

**Exhibits/Attachments:**

- Attachment 1 – Draft Minutes from February 2, 2022 Regular Board Meeting

**MINUTES OF THE REGULAR MEETING OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT HELD ON WEDNESDAY, FEBRUARY 2, 2022 AT 6:30/7:00 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**

**CLOSED SESSION****AGENDA ITEM A. CALL TO ORDER:**

**A.1 Roll Call:** The closed session of the Board of Directors of McKinleyville Community Services District convened at 6:30 p.m. with the following Directors and staff in attendance in person at Azalea Hall:

David Couch, President	Pat Kaspari, General Manager
Joellen Clark-Peterson, Vice President	April Sousa, Board Secretary
Scott Binder, Director	Joseph Blaine, IT Specialist
Greg Orsini, Director	Russ Gans, Legal Counsel (via zoom)
Dennis Mayo, Director (via zoom)	

**A.2 Public Comment and Written Communications**

None

**A.2 Closed Session Discussion**

CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION (Gov. Code section 54956.9(d)(2).): (One (1) Case).

The Board Entered into Closed Session at 6:31 p.m.

**REGULAR SESSION****AGENDA ITEM A. CALL TO ORDER:****A.1 Report out of Closed Session**

No Reportable Action.

**A.2 Roll Call:** The regular session of the Board of Directors of McKinleyville Community Services District convened at 7:05 p.m. with the following Directors and staff in attendance in person at Azalea Hall:

David Couch, President	Pat Kaspari, General Manager
Joellen Clark-Peterson, Vice President	April Sousa, Board Secretary
Scott Binder, Director	Joseph Blaine, IT Specialist
Greg Orsini, Director	Colleen Trask, Finance Director
Dennis Mayo, Director (via zoom)	Lesley Frisbee, Parks & Recreation Director
	James Henry, Operations Director

**A.3 Pledge of Allegiance:** The Pledge of Allegiance was led by Director Orsini.

**A.4 Additions to the Agenda:** There were no additions to the agenda.

**A.5 Approval of the Agenda:**

**Motion:** It was moved to approve the agenda as delivered.

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

There were no comments from the Board or public.

**Roll Call:** Ayes: Binder, Clark-Peterson, Mayo, Orsini, and Couch Nays: None Absent: None

**Motion Summary:** Motion Passed

**AGENDA ITEM B. PUBLIC HEARINGS:**

None.

**AGENDA ITEM C. PUBLIC COMMENT AND WRITTEN COMMUNICATIONS:**

None.

**AGENDA ITEM D. CONSENT CALENDAR:**

- D.1 Consider Approval of the Minutes of the Board of Directors Regular Meeting on January 5, 2022**
- D.2 Consider Approval of December 2021 Treasurer's Report**
- D.3 Compliance with State Double Check Valve (DCV) Law**
- D.4 Reaffirm Resolution 2021-27 Making Findings Pursuant to Government Code Section 5493, as Amended by Assembly Bill 361, and Authorizing the Continued Use of Virtual Meetings**
- D.5 Review and Approve the Amendments to the County Leases for the Library and Sheriff's Facilities**
- D.6 Consider Approval of Hiller Sports complex Facility Use Agreement Contract with Fee Increases, between MCSD and the Following Youth Sport Organizations: McKinleyville Little League; and Mad River Girls Fastpitch Softball (Humboldt ASA)**
- D.7 Consider Approval of Resolution 2022-04 Authorizing the General Manager to Execute Hazard Mitigation Grant Letters of Commitment for Grant Match and Maintenance for the Fischer Lift Station Seismic Retrofit Project**
- D.8 Consider Approval of Proclamation for January 2022 as National Mentoring Month**
- D.9 Review Quarterly Report of Humboldt Skatepark Collective for the McKinleyville Skate Park**

**Motion:** It was moved to approve the Consent Calendar.

**Motion by:** Director Orsini; **Second:** Director Clark-Peterson

**Roll Call:** Ayes: Binder, Clark-Peterson, Mayo, Orsini, and Couch Nays: None Absent: None

**Motion Summary:** Motion Passed

**AGENDA ITEM E. CONTINUED AND NEW BUSINESS:**

- E.1 Consider Adoption of Resolution 2022-01 Recognizing, Honoring, and Commending David Baldosser for Twenty-Five (25) Years of Service**

Finance Director Colleen MR Trask opened this item with a review of the Staff report. The Board, other Staff, and the public were given an opportunity to speak. David Baldosser was celebrated with an award, cupcakes, and pictures.

**Motion:** It was moved to adopt Resolution 2022-01 Recognizing, Honoring, and Commending David Baldosser.

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

**Roll Call:** Ayes: Binder, Clark-Peterson, Mayo, Orsini, and Couch Nays: None Absent: None

**Motion Summary:** Motion Passed

**E.2 Consider Appointment of Applicant, Jennifer Ortega to Vacant Seat on the Park and Recreation Committee (PARC)**

Recreation Director Frisbee gave a short introduction to this item. Jennifer Ortega was present to answer questions. The Board was given an opportunity to make comments. There were no comments from the public.

**Motion:** Appoint Jennifer Ortega to the Vacant Seat on the Park and Recreation Committee (PARC).

**Motion by:** Director Binder; **Second:** Director Clark-Peterson

**Roll Call:** Ayes: Binder, Clark-Peterson, Mayo, Orsini, and Couch Nays: None Absent: None

**Motion Summary:** Motion Passed

**E.3 Water & Sewer Main Line Replacement & Rehabilitation Master Plan Presentation & Acceptance**

General Manager Kaspari opened the item with a review of the Staff note and attachments. He passed the presentation over to Jill Kjellsson from GHD to give the rest of the presentation. The Board was given a chance to ask clarifying questions and make comments. There were no comments from the public.

**Motion:** Accept the Water and Sewer Main Line Replacement and Rehabilitation Master Plan.

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

**Roll Call:** Ayes: Binder, Clark-Peterson, Mayo, Orsini, and Couch Nays: None Absent: None

**Motion Summary:** Motion Passed

**E.4 Discuss and Consider Approval of Resolution 2022-05 Adopting the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the 4.5 MG Water Storage Tank Project and Approving the Project**

This item was opened by General Manager Kaspari. The Board asked clarifying questions. There were no comments from the public.

**Motion:** Approve Resolution 2022-05 adopting the Mitigated Negative Declaration and the Mitigation Monitoring Reporting Program, approving the 4.5 MG Water Storage Tank Project and directs the General Manager to file the Notice of Determination with the County within 5 days.

**Motion by:** Director Orsini; **Second:** Director Clark-Peterson

**Roll Call:** Ayes: Binder, Clark-Peterson, Mayo, Orsini, and Couch Nays: None Absent: None

**Motion Summary:** Motion Passed

**E.5 Consider Approval of Resolution 2022-02 Supporting Single Payer Bills for Health Care Reform**

General Manager Kaspari gave an overview of this item. Ross Ward, member of the public, came to speak on behalf of Resolution 2022-02. Kathryn Donahue and Patty Harvey from the Humboldt Chapter of Healthcare for All spoke on behalf of the Resolution. Colleen Trask, as a member of the public, gave a counter argument against the Resolution. Corinne Frugoni, member of the public, Patty Harvey, and Ross Ward gave rebuttals. Director Orsini provided some information on related legislative items. Director Binder gave reasons as to why he could not support this item. Director Clark-Peterson noted that she would support this item. She also noted that many people came out to support this.

**The item did not pass for lack of a motion.**

**E.6 Consider Approval of Resolution 2022-03 Reviewing and Approving, with Amendments, Board Policies and Procedures related to Governance, Ethics, and Board Conduct**

Board Secretary Sousa gave a review of the Staff report and opened it up for questions.

**Motion:** Approve Resolution 2022-03 Reviewing and Approving, with Amendments, Board Policies, and Procedures related to Governance, Ethics, and Board Conduct.

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

**Roll Call:** Ayes: Binder, Clark-Peterson, Mayo, Orsini, and Couch Nays: None Absent: None

**Motion Summary:** Motion Passed

#### **E.7 Review Information for the Draft Capital Improvement Plan for the Parks and General Fund, FY 2022-23**

Finance Director Trask presented this item to the Board for review. The Board was given an opportunity to ask questions and share comments. Clarifying questions were asked about the grant funded items on the CIP.

This was an informational only item. No action taken.

#### **E.8 Consider Granting Authorization to the General Manager to work with Green Diamond Resource Company to Develop Grant Applications for Joint Fuel Break Projects at the Community Forest/Private Property Interface**

General Manager Kaspari gave an overview of this item. There were no comments from the Board or the Public.

**Motion:** Authorize the General Manager to work with Green Diamond Resource Company to develop grant applications for the implementation of fuel break projects, and to sign grant applications and other necessary documents as required.

**Motion by:** Director Clark-Peterson; **Second:** Director Orsini

**Roll Call:** Ayes: Binder, Clark-Peterson, Mayo, Orsini, and Couch Nays: None Absent: None

**Motion Summary:** Motion Passed

### **AGENDA ITEM F. REPORTS**

#### **F.1 ACTIVE COMMITTEE REPORTS**

- a. **Parks and Recreation Committee (Binder/Clark-Peterson):** Nothing further to report from Director Frisbee's report.
- b. **Area Fund (John Kulstad/Clark-Peterson):** Did not meet.
- c. **Redwood Region Economic Development Commission (Clark-Peterson/Binder):** Director Clark-Peterson gave a report from the most recent meeting.
- d. **McKinleyville Senior Center Advisory Council (Binder/Clark-Peterson):** Did not meet.
- e. **Audit (Orsini/Couch):** Did not meet.
- f. **Employee Negotiations (Couch/Mayo):** Did not meet.
- g. **McKinleyville Municipal Advisory Committee (Orsini/Binder):** Director Orsini and Director Binder reported on the meetings that took place over the past month.
- h. **Local Agency Formation Commission (Couch):** Nothing to report.
- i. **Environmental Matters Committee (Couch/Clark-Peterson):** Did not meet.
- j. **Ad Hoc Community Forest Committee (Mayo/Orsini):** Director Orsini gave a brief report.
- k. **Ad Hoc Latent Powers Committee (Orsini/Couch):** Did not meet.

## **F.2 LEGISLATIVE AND REGULATORY REPORTS**

Director Orsini gave a report on legislative items related to his work on the CSDA Legislative Committee.

## **F.3 STAFF REPORTS**

- a. Support Services Department (Colleen M.R. Trask):** Finance Director Colleen Trask highlighted some changes on the Treasurer's report related to the passing of the Bond issue.
- b. Operations Department (James Henry):** Operations Director James Henry had nothing further to add to his written report.
- c. Parks & Recreation Department (Lesley Frisbee):** Recreation Director Lesley Frisbee had nothing further to add to her written report.
- d. General Manager (Patrick Kaspari):** General Manager Kaspari noted that there will be a closed session item at the March meeting and that the wastewater arrearages information from the state has come in.

**F.4 PRESIDENT'S REPORT:** Nothing to report.

## **F.4 BOARD MEMBER COMMENTS, ANNOUNCEMENTS, REPORTS AND AGENDA ITEM REQUESTS:**

Supervisor Madrone was present and gave some brief comments.

## **G. ADJOURNMENT:**

**Meeting Adjourned at 9:18 p.m.**

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April Sousa, MMC, Board Secretary



**McKinleyville Community Services District  
Treasurer's Report  
Jan 2022**

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Page 12	Summary of Long-Term Debt Report
Page 13	Cash Disbursement Report

**Ratios**

as of January 31, 2022

- Utility Accounts Receivable Turnover Days	<b>15</b>
- YTD Breakeven Revenue, Water Fund:	<b>\$ 1,624,507</b>
- YTD Actual Water Sales:	<b>\$ 2,373,430</b>
- Days of Cash on Hand-Operations Checking/MM	<b>201</b>

**McKinleyville Community Services District  
Investments & Cash Flow Report  
as of January 31, 2022**

<b>Petty Cash &amp; Change Funds</b>		9,197.46
<b><u>Cash</u></b>		
<b>Operating &amp; Money Market - Beginning Balance</b>		3,677,722.30
<b>Cash Receipts:</b>		
Utility Billings & Other Receipts	800,502.45	
Money Market Account Interest	19.10	
Transfers from County Funds #2560, #4240, CalTRUST, Meas. B	-	
Other Cash Receipts (Grants/Other Receivables)	-	
<b>Total Cash Receipts</b>	<u>800,521.55</u>	800,521.55
<b>Cash Disbursements:</b>		
Transfers to County Funds #2560, #4240, CalTRUST	-	
Payroll Related Expenditures (incl. CalPERS UAL pmt)	(231,621.67)	
Debt Service	(18,834.74)	
Capital & Other Expenditures	(527,444.57)	
<b>Total Cash Disbursements</b>	<u>(777,900.98)</u>	(777,900.98)
<b>Operating &amp; Money Market - Ending Balance</b>		<u>3,700,342.87</u>
<b>Total Cash</b>		<u>3,709,540.33</u>
<b><u>Investments</u></b>	<i>(Interest and Market Valuation will be re-calculated as part of the year-end close, if material)</i>	
<b>LAIF - Beginning Balance</b>	139,000.57	
Interest Income	80.02	
<b>LAIF - Ending Balance</b>		<u>139,080.59</u>
<b>Humboldt Co. #2560 - Beginning Balance</b>	2,497,832.21	
Property Taxes and Assessments	-	
Transfer to/from Operating Cash	-	
Interest Income (net of adjustments)	3,205.55	
<b>Humboldt Co. #2560 - Ending Balance</b>		<u>2,501,037.76</u>
<b>Humboldt Co. #4240 - Beginning Balance</b>	3,430,534.76	
Transfer to/from Operating Cash	-	
Transfer to/from Biosolids Reserve	-	
Interest Income	3,599.62	
<b>Humboldt Co. #4240 - Ending Balance</b>		<u>3,434,134.38</u>
<b>Humboldt Co. #9390 - Beginning Balance</b>	663,032.08	
Reserves Recovery Deposits/Other Bal Withdrawals	-	
<b>Humboldt Co. #9390 - Ending Balance</b>		<u>663,032.08</u>
<b>USDA Bond Reserve Fund - Beginning Balance</b>	121,031.69	
Bond Reserve Payment/Transfer to Service Fund	5,687.50	
Debt Service Payment, Principal/Interest (Net)	-	
Interest Adjustment	0.50	
<b>USDA Bond Reserve Fund - Ending Balance</b>		<u>126,719.69</u>
<b>Market Valuation Account</b>		20,433.34
<b>BNY COPS Series A &amp; B - Beginning Balance</b>	8,665,906.72	
Bond Principal Total (Series A & B)	-	
Bond Draws for Capital Projects	-	
Bond Reserve Payment/Transfer to Service Fund	-	
Debt Service Payment, Principal/Interest (Net)	-	
Bond Premium and Issuance Costs	-	
<b>BNY COPS Series A &amp; B - Ending Balance</b>		<u>8,665,906.72</u>
<b>CalTRUST - Beginning Balance</b>	10,566,339.10	
Net Transfer to/from Designated Reserves: PERS/OPEB	-	
Net Transfer to/from Capacity Fees/Catastrophe/Other Reserves	-	
Net: Interest Income/Unrealized Gain/Loss	(66,640.77)	
<b>CalTRUST - Ending Balance</b>		<u>10,499,698.33</u>
<b>Total Investments</b>		<u>26,050,042.89</u>
<b>Total Cash &amp; Investments - Current Month</b>		29,759,583.22
<b>Total Cash &amp; Investments - Prior Month</b>		<u>29,791,030.23</u>
<b>Net Change to Cash &amp; Investments This Month</b>		<u>(31,447.01)</u>
<b><u>Cash &amp; Investment Summary</u></b>		
Cash & Cash Equivalents		29,007,224.59
Davis-Grunsky Loan Reserve		625,638.94
USDA Bond Reserve		<u>126,719.69</u>
<b>Total Cash &amp; Investments</b>		<u>29,759,583.22</u>

**McKinleyville Community Services District**  
**Consolidated Balance Sheet by Fund**  
as of January 31, 2022

	Governmental Funds			Proprietary Funds		Total (Memorandum Only)
	Parks & General	Measure B	Streetlights	Water	Wastewater	
<b>ASSETS</b>						
<b>Current Assets</b>						
Unrestricted cash & cash equivalents	\$ 1,142,678.54	\$ (519,199.64)	\$ 97,957.67	\$ 8,792,663.74	\$ 10,935,766.84	\$ 20,449,867.15
Accounts receivable	3,683.78	-	4,128.97	788,321.74	1,885,218.85	2,681,353.34
Prepaid expenses & other current assets	20,773.68	2,206.61	2,105.85	112,910.24	53,928.44	191,924.82
<b>Total Current Assets</b>	<b>1,167,136.00</b>	<b>(516,993.03)</b>	<b>104,192.49</b>	<b>9,693,895.72</b>	<b>12,874,914.13</b>	<b>23,323,145.31</b>
<b>Noncurrent Assets</b>						
Restricted cash & cash equivalents	210,368.26	-	-	5,396,581.01	4,021,684.34	9,628,633.61
Other noncurrent assets	-	-	-	5,705,354.60	4,852,475.25	10,557,829.85
Capital assets (net)	-	-	-	8,186,146.70	29,259,177.97	37,445,324.67
<b>Total Noncurrent Assets</b>	<b>210,368.26</b>	<b>-</b>	<b>-</b>	<b>14,517,140.24</b>	<b>34,238,372.91</b>	<b>57,631,788.13</b>
<b>TOTAL ASSETS</b>	<b>\$ 1,377,504.26</b>	<b>\$ (516,993.03)</b>	<b>\$ 104,192.49</b>	<b>\$ 24,211,035.96</b>	<b>\$ 47,113,287.04</b>	<b>\$ 80,954,933.44</b>
<b>LIABILITIES &amp; FUND BALANCE/NET ASSETS</b>						
<b>Current Liabilities</b>						
Accounts payable & other current liabilities	\$ 75,049.07	\$ 1,794.71	\$ 2,124.44	\$ 264,286.41	\$ 181,816.25	\$ 525,070.88
Accrued payroll & related liabilities	107,326.37	-	-	65,954.97	66,412.91	239,694.25
<b>Total Current Liabilities</b>	<b>182,375.44</b>	<b>1,794.71</b>	<b>2,124.44</b>	<b>330,241.38</b>	<b>248,229.16</b>	<b>764,765.13</b>
<b>Noncurrent Liabilities</b>						
Long-term debt	-	-	-	6,292,735.70	19,504,141.75	25,796,877.45
Other noncurrent liabilities	-	-	-	4,827,516.42	4,933,821.19	9,761,337.61
<b>Total Noncurrent Liabilities</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>11,120,252.12</b>	<b>24,437,962.94</b>	<b>35,558,215.06</b>
<b>TOTAL LIABILITIES</b>	<b>182,375.44</b>	<b>1,794.71</b>	<b>2,124.44</b>	<b>11,450,493.50</b>	<b>24,686,192.10</b>	<b>36,322,980.19</b>
<b>Fund Balance/Net Assets</b>						
Fund balance	(2,888,420.52)	(518,787.74)	102,068.05	-	-	(3,305,140.21)
Net assets	4,083,549.34	-	-	10,867,131.46	12,672,058.72	27,622,739.52
Investment in capital assets, net of related debt	-	-	-	1,893,411.00	9,755,036.22	11,648,447.22
<b>Total Fund Balance/Net Assets</b>	<b>1,195,128.82</b>	<b>(518,787.74)</b>	<b>102,068.05</b>	<b>12,760,542.46</b>	<b>22,427,094.94</b>	<b>35,966,046.53</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCE/NET ASSETS</b>	<b>\$ 1,377,504.26</b>	<b>\$ (516,993.03)</b>	<b>\$ 104,192.49</b>	<b>\$ 24,211,035.96</b>	<b>\$ 47,113,287.04</b>	<b>\$ 72,289,026.72</b>
Difference in Reclass from Cap Assets to Net Assets:						
Investment in General Capital Assets	\$ 3,634,025.87					
<b>General Long-term Liabilities</b>						
Meas. B Loan: Teen/Community Center	872,053.00			Non-debt Long-term Liabilities (included in Other Non-current Liabilities above)		
OPEB Liability	3,291,932.47			OPEB Liability	3,352,060.07	3,366,092.45
CalPERS Pension Liability/Deferred Inflows-Outflows	719,001.05			CalPERS Pension Liability	754,383.21	825,924.74
Accrued Compensated Absences	66,454.84					2,299,309.00
<b>TOTAL GENERAL LONG-TERM LIABILITIES</b>	<b>\$ 4,949,441.36</b>					

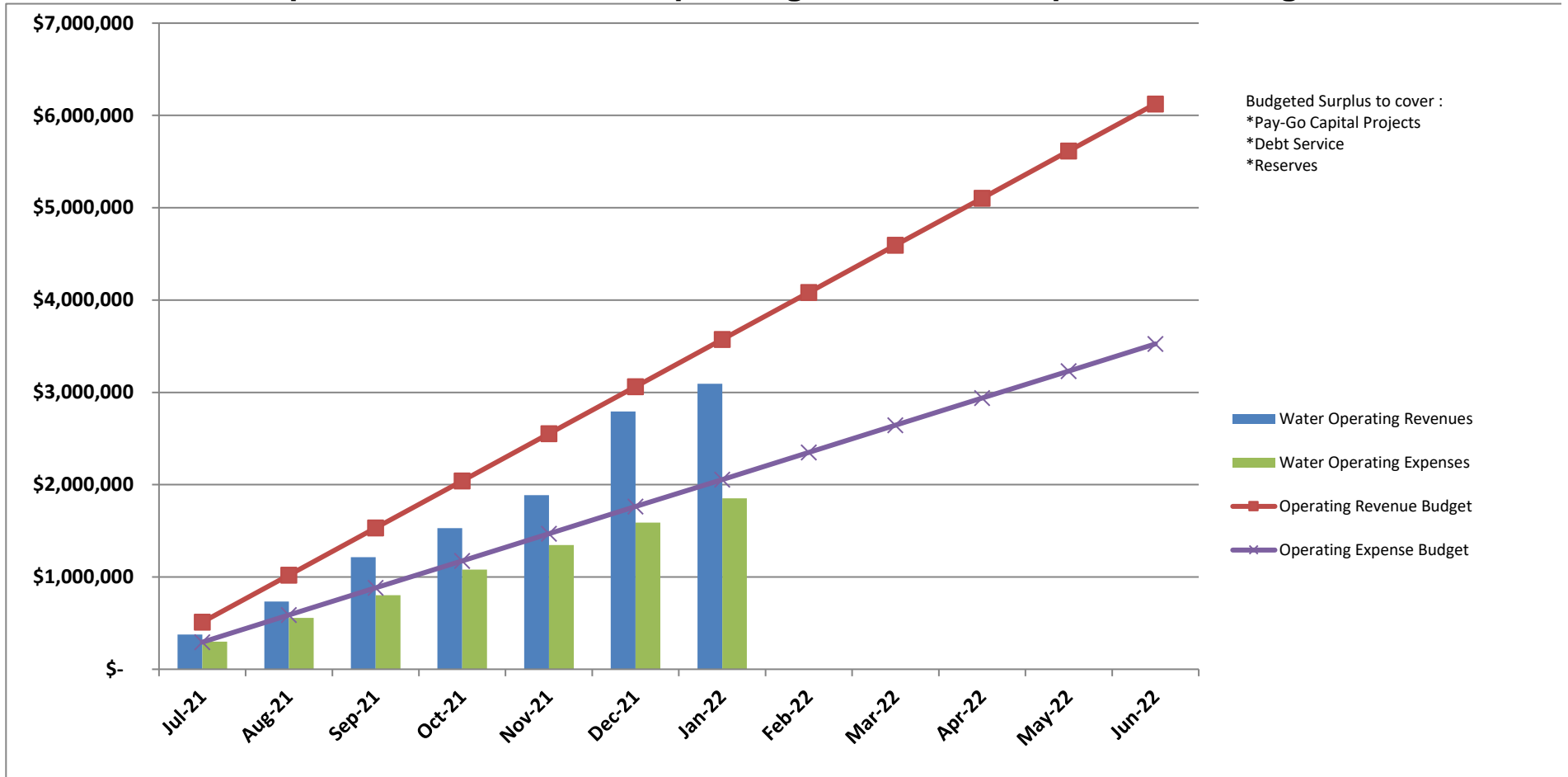
**McKinleyville Community Services District**  
**Activity Summary by Fund, Approved Budget**  
**Jan 2022**

Department Summaries	January	% of Year 58.33% YTD	Approved YTD Budget	Over (Under) YTD Budget	Over (Under) YTD Budget %	Notes
<b>Water</b>						
Water Sales	295,151	2,373,430	2,444,487	(71,057)	-2.91%	
Other Revenues	6,709	719,775	1,128,586	(408,811)	-36.22%	Includes YTD Capacity Fees \$181,698 Contrib.Construction \$0, Grants \$0 Includes CalTRUST unrealized gain/(loss), & 2021A COPs issue premium
Total Operating Revenues	301,861	3,093,205	3,573,073	(479,868)	-13.43%	
Salaries & Benefits	71,005	575,092	657,505	(82,413)	-12.53%	Budget spread evenly across 12 months, but actuals vary by schedule
Water Purchased	99,579	718,568	673,444	45,124	6.70%	
Other Expenses	59,072	327,340	491,865	(164,525)	-33.45%	Budget spread evenly across 12 months, but actuals vary by project & expenditure
Depreciation	33,333	230,248	233,333	(3,085)	-1.32%	
Total Operating Expenses	262,989	1,851,247	2,056,147	(204,900)	-9.97%	
Net Operating Income	38,872	1,241,958	1,516,926	(684,768)		
Interest Income	2,528	15,173	29,167	(13,994)	-47.98%	Interest rates lower than anticipated.
Interest & 2021A COPs Issuance Exp	(25,076)	(102,618)	(58,983)	43,635	73.98%	Budget is spread evenly across 12 months, but actuals vary by loan pmt schedule
<b>Net Income (Loss)</b>	<b>16,324</b>	<b>1,154,513</b>	<b>1,487,110</b>	<b>(332,597)</b>		
<b>Wastewater</b>						
Wastewater Service Charges	322,811	2,348,411	2,439,354	(90,943)	-3.73%	
Other Revenues	58,563	799,305	1,300,903	(501,598)	-38.56%	Includes YTD Capacity Fees \$181,083 Contrib.Construction \$0, Grants \$0 Includes CalTRUST unrealized gain/(loss), & 2021B COPs issue premium
Total Operating Revenues	381,373	3,147,716	3,740,257	(592,541)	-15.84%	
Salaries & Benefits	104,844	727,017	691,340	35,677	5.16%	
Other Expenses	72,501	391,407	644,469	(253,062)	-39.27%	Budget spread evenly across 12 months, but actuals vary by project & expenditure
Depreciation	102,083	709,165	714,583	(5,418)	-0.76%	
Total Operating Expenses	279,428	1,827,589	2,050,392	(222,803)	-10.87%	
Net Operating Income	101,946	1,320,127	1,689,865	(369,738)		
Interest Income	4,484	27,855	43,750	(15,895)	-36.33%	Interest rates lower than anticipated.
Interest Expense	(34,684)	(224,261)	(153,421)	70,840	46.17%	Budget is spread evenly across 12 months, but actuals vary by loan pmt schedule
<b>Net Income (Loss)</b>	<b>71,746</b>	<b>1,123,721</b>	<b>1,580,194</b>	<b>(456,473)</b>		
<b>Enterprise Funds Net Income (Loss)</b>	<b>88,070</b>	<b>2,278,234</b>	<b>3,067,304</b>	<b>(789,070)</b>		

# McKinleyville Community Services District

## Jan 2022

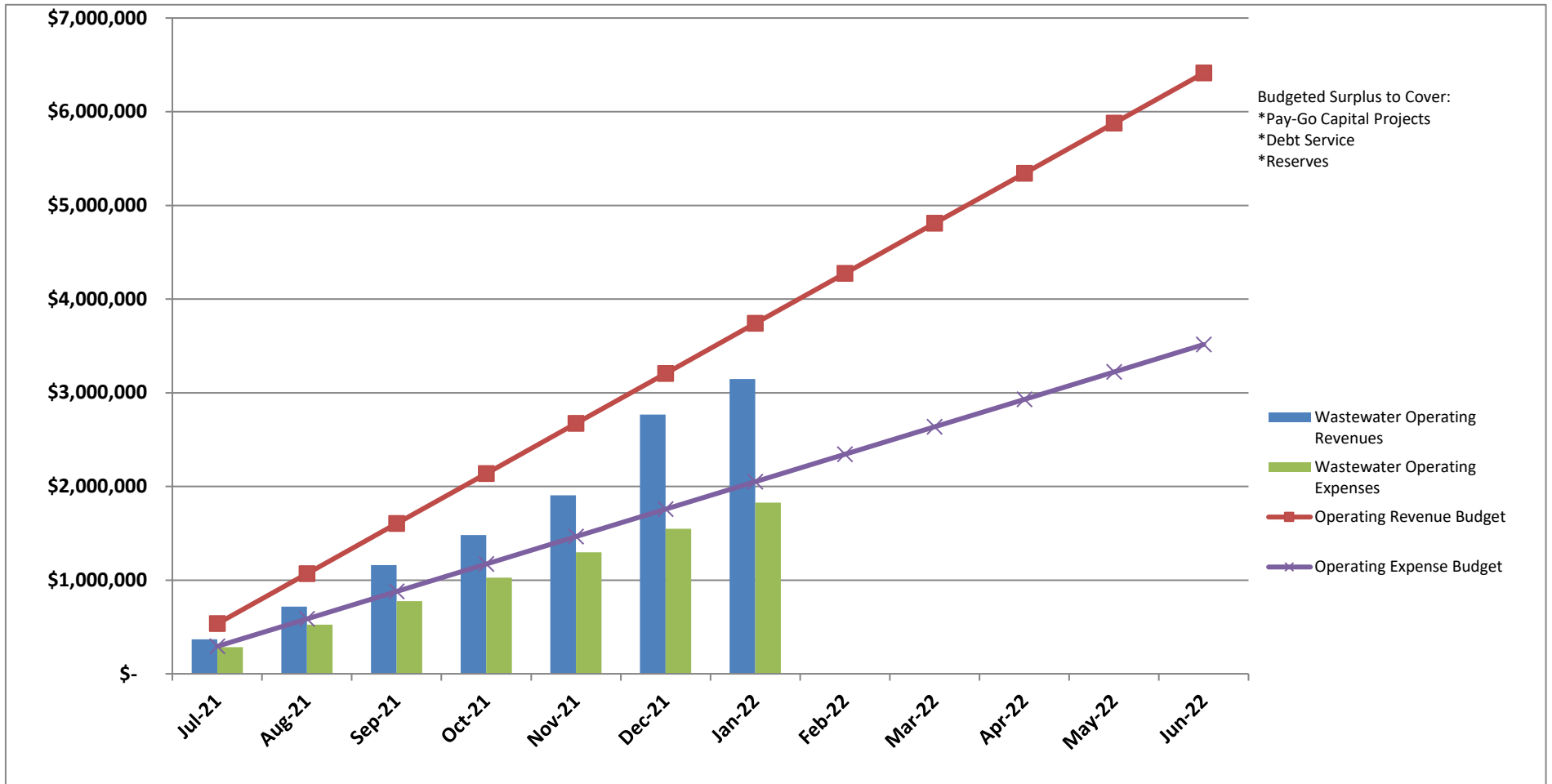
### Comparison of Water Fund Operating Revenues & Expenses to Budget



# McKinleyville Community Services District

## Jan 2022

### Comparison of Wastewater Fund Operating Revenues & Expenses to Budget

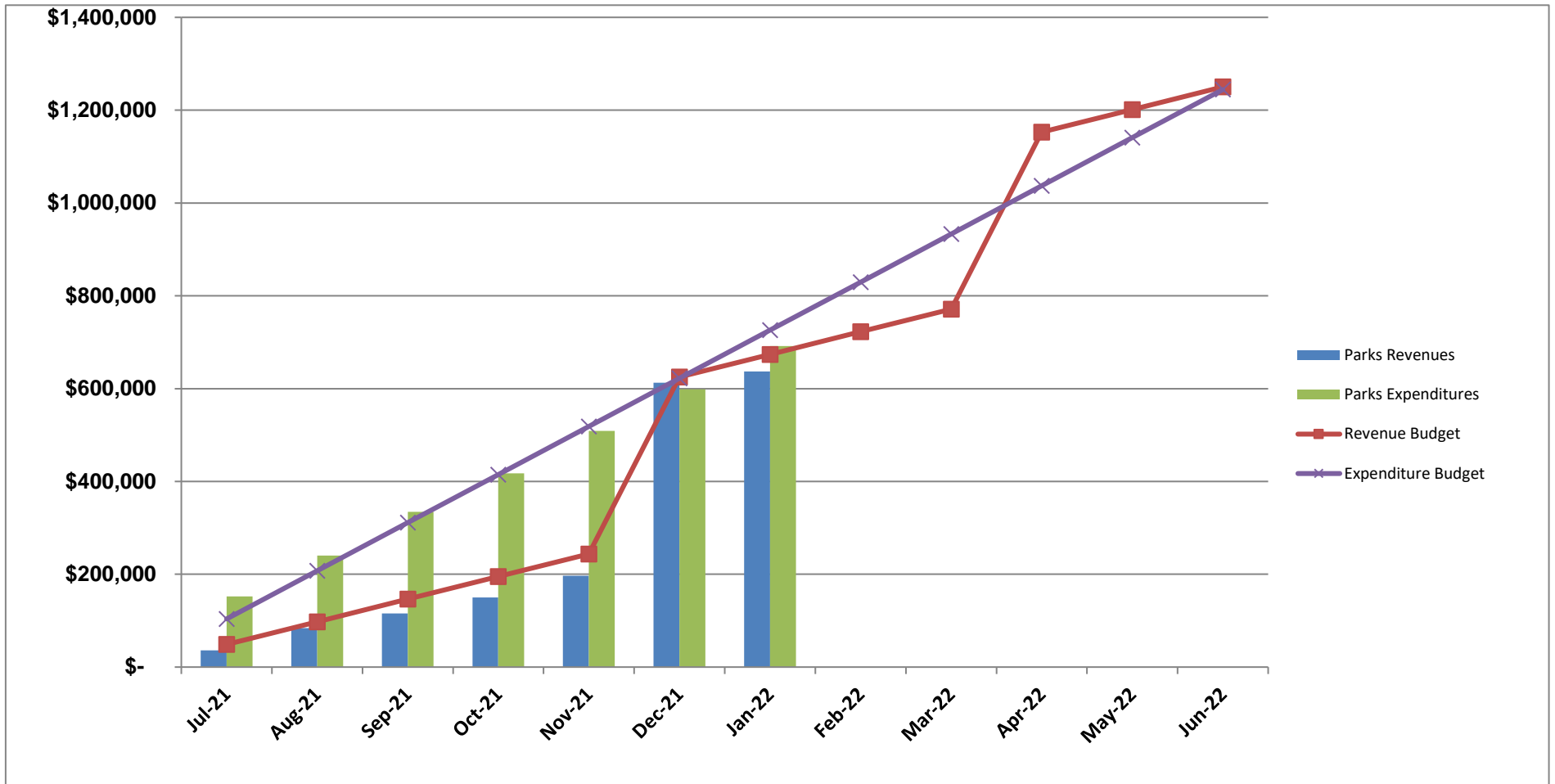


**McKinleyville Community Services District  
Activity Summary by Fund, Approved Budget  
Jan 2022**

	January	% of Year 58.33% YTD	Approved YTD Budget	Over (Under) YTD Budget	Over (Under) YTD Budget %	Notes
<b>Department Summaries</b>						
<b>*Parks &amp; Recreation</b>						
Program Fees	19,730	114,325	141,330	(27,005)	-19.11%	Budget spread evenly across 12 months, but actuals vary by schedule
Rents & Facility Related Fees	5,677	50,040	29,588	20,452	69.12%	More facility rentals than planned for in the budget
Property Taxes	-	373,914	387,814	(13,900)	-3.58%	County Tax remittance: December, April, and June; per Auditor-Controller's office
Other Revenues	10,414	93,167	150,144	(56,977)	-37.95%	Budget spread evenly across 12 months, but actuals vary by schedule
Interest Income	(11,155)	5,707	20,417	(14,710)	-72.05%	Net of an unrealized loss on CalTrust balances
<b>Total Revenues</b>	<b>24,666</b>	<b>637,154</b>	<b>729,293</b>	<b>(92,139)</b>	<b>-12.63%</b>	
Salaries & Benefits	69,419	560,537	511,207	49,330	9.65%	Budget spread evenly across 12 months, but actuals vary by schedule
Other Expenditures	23,899	131,202	143,570	(12,368)	-8.61%	Budget spread evenly across 12 months, but actuals vary by purchasing schedule
Capital Expenditures	-	-	71,167	(71,167)	-100.00%	Budget spread evenly across 12 months, but actuals vary by project schedule
<b>Total Expenditures</b>	<b>93,318</b>	<b>691,739</b>	<b>725,944</b>	<b>(34,205)</b>	<b>-4.71%</b>	
<b>Excess (Deficit)</b>	<b>(68,652)</b>	<b>(54,585)</b>	<b>3,349</b>	<b>(57,934)</b>		
<b>*Measure B Assessment</b>						
Total Revenues	731	116,885	131,252	(14,367)	-10.95%	Interest & unrealized gains/losses; County Tax remittance December/April/June FY21-22 Tax Receipts are estimated based on MCSD Budget
Salaries & Benefits	9,372	45,323	34,274	11,049	32.24%	Budget spread evenly across 12 months; actuals vary by maintenance schedule
Other Expenditures	1,795	18,383	42,040	(23,657)	-56.27%	Budget spread evenly across 12 months, but actuals vary seasonally
Capital Expenditures/Loan Repayment	-	63,147	54,643	8,504	15.56%	Budget is spread evenly across 12 months. Loan pmts are October & April
<b>Total Expenditures</b>	<b>11,167</b>	<b>126,853</b>	<b>130,957</b>	<b>(4,104)</b>	<b>-3.13%</b>	
<b>Excess (Deficit)</b>	<b>(10,436)</b>	<b>(9,967)</b>	<b>295</b>	<b>(10,262)</b>		
<b>*Street Lights</b>						
Total Revenues	9,892	69,928	69,671	257	0.37%	
Salaries & Benefits	3,158	23,671	29,401	(5,730)	-19.49%	Budget spread evenly across 12 months; actuals vary by maintenance schedule
Other Expenditures	2,911	22,837	22,910	(73)	-0.32%	
Capital Expenditures/Loan Repayment	-	-	27,417	(27,417)	-100.00%	Budget spread evenly across 12 months, but actuals vary by project
<b>Total Expenditures</b>	<b>6,070</b>	<b>46,508</b>	<b>79,728</b>	<b>(33,220)</b>	<b>-41.67%</b>	
<b>Excess (Deficit)</b>	<b>3,823</b>	<b>23,421</b>	<b>(10,057)</b>	<b>(33,478)</b>		
<b>Governmental Funds Excess (Deficit)</b>	<b>(75,265)</b>	<b>(41,132)</b>	<b>(6,413)</b>	<b>(34,719)</b>		

# McKinleyville Community Services District Jan 2022

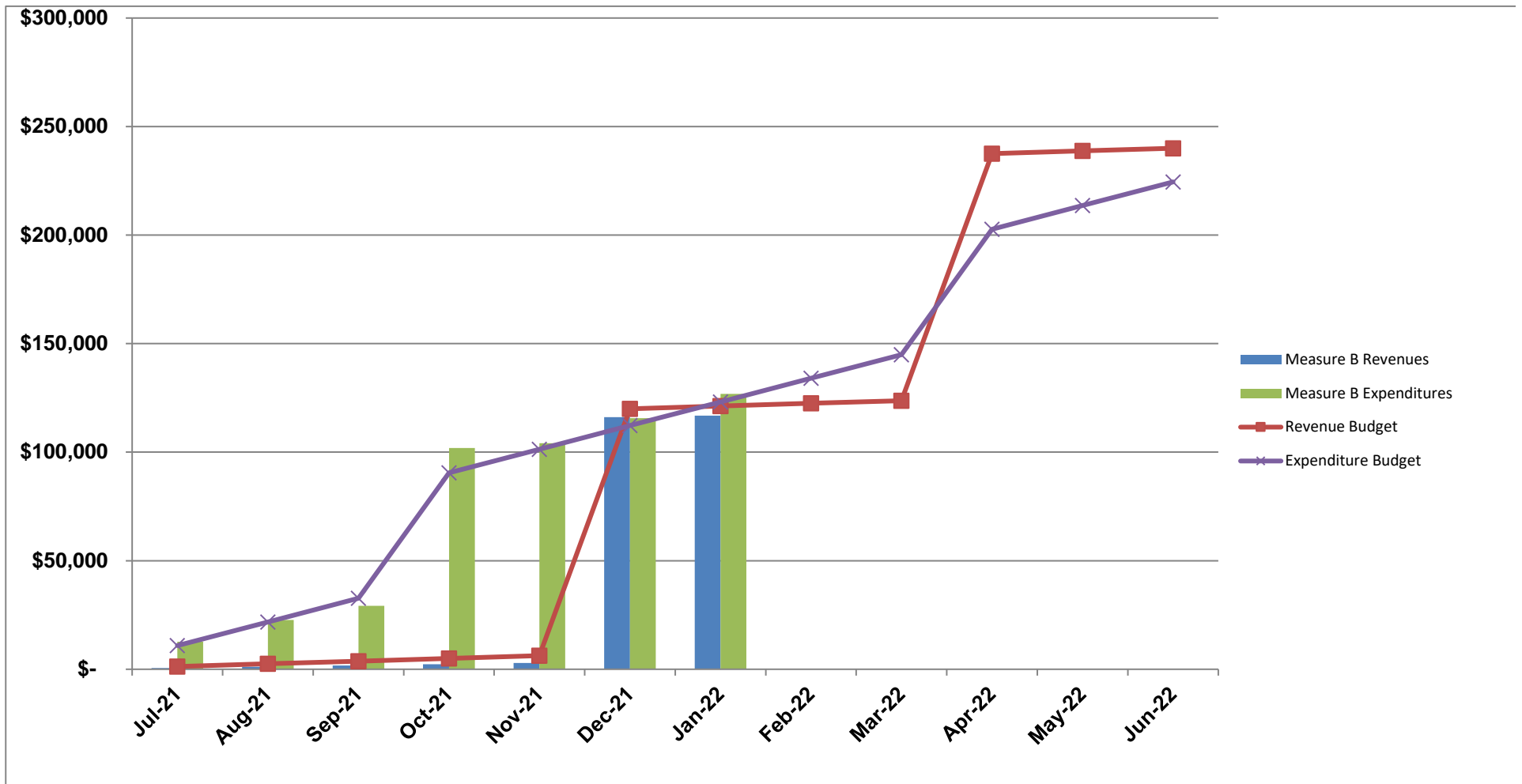
## Comparison of Parks & Recreation Total Revenues & Expenditures to Budget





# McKinleyville Community Services District Jan 2022

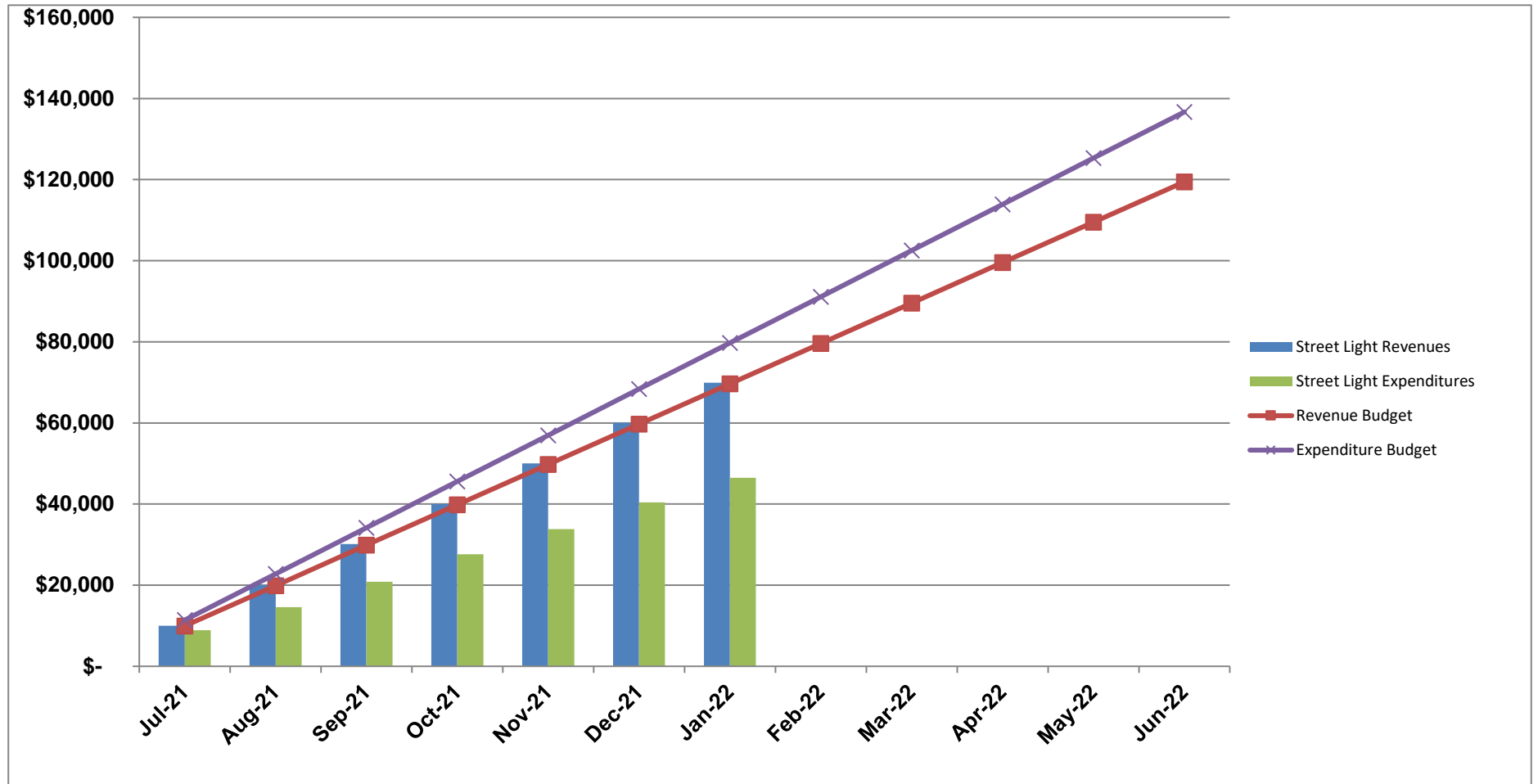
## Comparison of Measure B Fund Total Revenues & Expenditures to Budget



# McKinleyville Community Services District

## Jan 2022

### Comparison of Street Light Fund Total Revenues & Expenditures to Budget



**McKinleyville Community Services District  
Capital Expenditure Report  
as of January 31, 2022**

	December	January	YTD Total	FY 21-22 Budget	Remaining		Notes
					Budget \$	Budget %	
<b>Water Department</b>							
Ramey Pump Upgrades	-	-	-	-	-	#DIV/0!	
Water Tank Painting	-	-	-	500,000	500,000	100%	Water Tank Painting & Cathodic
4.5m New Water Tank	5,631	3,999	19,290	4,132,000	4,112,710	100%	Drilling, LACO Assoc.
Production Meter Replacements	-	-	-	8,000	8,000	100%	Production Meter Replacement
McCluski Tank3 Replace Roof Vents	-	-	-	6,000	6,000	100%	McCluski Tank3 Replace Roof Vents
Emergency Generator-Cochran	-	-	-	50,000	50,000	100%	CochranEmergency Generator
Fire Hydrant System Upgrade	-	-	-	7,000	7,000	100%	Fire Hydrant System Upgrade
Blake Station Upgrades	-	-	6,619	8,000	1,381	17%	Blake Station Upgrades
Digital Control & Radio Telemetry Upgrade	-	-	-	10,000	10,000	100%	Radio Telemetry upgrade
Water Main Rehab & Replacement	-	15,818	25,858	1,000,000	974,142	97%	Water Main Rehab
Property Purchase- Tank Site	-	-	-	-	-	#DIV/0!	Property Purch/Imprv.Tank Site
<b>Subtotal</b>	<b>5,631</b>	<b>19,817</b>	<b>51,767</b>	<b>5,721,000</b>	<b>5,669,233</b>	<b>99%</b>	
<b>Wastewater Department</b>							
Sewer Main Rehab & Replacement	-	15,320	22,189	1,000,000	977,811	98%	Sewer Main Rehab
WWMF Sludge Disposal - next	-	-	434	240,000	239,566	100%	Sludge handling/disposal
WWMF Recirculation Valve Replacement	-	-	-	15,000	15,000	100%	Recirculation Valve replacemt
WWMF Pond Armoring	-	-	-	51,000	51,000	100%	WWMF Pond Armoring
WWMF Secondary Effluent Motor	-	-	-	6,000	6,000	100%	WWMF Secondary Effluent Motor
Collection Upgrades-UndercrossingsProj	-	3,859	14,666	1,149,000	1,134,334	99%	Collection System upgrades
Fischer Lift Station Generator	-	-	-	40,000	40,000	100%	Fischer Lift Stn Generator
Solar Project - CWSRF Grant/Loan	229,679	28,374	1,585,527	3,500,000	1,914,473	55%	WWMF Solar Project
WWMF - CEQA/ NPDES Permit	-	-	-	55,000	55,000	100%	NPDES Permit Project
Underground pipe locator & camera	-	-	-	5,000	5,000	100%	Underground pipe locator & came
WWMF Lab Cabinets	-	-	-	10,000	10,000	100%	WWMF Lab Cabinets
<b>Subtotal</b>	<b>229,679</b>	<b>47,553</b>	<b>1,622,815</b>	<b>6,071,000</b>	<b>4,448,185</b>	<b>73%</b>	
<b>Water &amp; Wastewater Operations</b>							
Heavy Equipment	-	-	38,734	150,000	111,266	74%	backhoe, aircompressor
Utility Vehicles	-	-	43,184	42,000	(1,184)	-3%	CCTV truck, 3/4 or 1-ton Pickup
Office, Corporate Yard & Shops	-	-	-	75,000	75,000	100%	Facilities upgrade/sealcoat
Computers & Software	-	-	5,019	19,000	13,981	74%	Server, PCs, GIS/SEMS/CADD
Fischer Ranch - Reclamation Site Upgrade (tree fai	-	1,688	36,507	100,000	63,493	63%	Match to 3rd party grant funding
Fischer Ranch - Barn & Fence upgrades, Irrig	11,482	-	11,731	80,000	68,269	85%	Barn/ house/ fence, Irrig. pipe, Un
Property behind main office - purchase	-	-	-	400,000	400,000	100%	Purch property behind main offc
Small Equipment & Other	-	-	-	40,000	40,000	100%	Misc,response, & GPS surveying
<b>Subtotal</b>	<b>-</b>	<b>1,688</b>	<b>135,175</b>	<b>906,000</b>	<b>770,825</b>	<b>85%</b>	
<b>Enterprise Funds Total</b>	<b>246,791</b>	<b>69,058</b>	<b>1,809,757</b>	<b>12,698,000</b>	<b>10,888,243</b>	<b>86%</b>	
<b>Parks &amp; Recreation Department</b>							
Pierson Park - Landscaping & signage	-	-	-	8,000	8,000	100%	Pierson Pk-Landscape & signage
Azalea Hall Projects	-	-	-	6,000	6,000	100%	Major appliance replacemt
McKinleyville Activity Center Upgrades	-	-	-	85,000	85,000	100%	Flooring replacement
Law Enforcement Facility Improvements	-	-	-	10,000	10,000	100%	LEF flooring/Library Carpet
Projects Funded by Quimby/Grants/ Other	-	-	-	505,000	505,000	100%	CommForest,SkatePk,LandAcq
Other Parks Projects & Equipment	-	-	-	8,000	8,000	100%	Utility truck from Ops?
<b>Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>622,000</b>	<b>622,000</b>	<b>100%</b>	
<b>Streetlights</b>							
LED Repairs	-	-	-	7,000	7,000	100%	
Pole Inspection	-	-	-	40,000	40,000	100%	Pole Inspection/Replacement
<b>Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>47,000</b>	<b>47,000</b>	<b>100%</b>	
<b>Governmental Funds Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>669,000</b>	<b>669,000</b>	<b>100%</b>	
<b>All Funds Total</b>	<b>246,791</b>	<b>69,058</b>	<b>1,809,757</b>	<b>13,367,000</b>	<b>11,557,243</b>	<b>86%</b>	

**McKinleyville Community Services District  
Summary of Long-Term Debt Report  
as of January 31, 2022**

**Principal Maturities and  
Scheduled Interest**

			<b>Maturity</b>	<b>Balance- Dec</b>	<b>Balance- Jan</b>		
	<b>%</b>		<b>Date</b>	<b>31, 2021</b>	<b>31, 2022</b>	<b>FY-22</b>	<b>Thereafter</b>
<b>Water Fund:</b>							
I-Bank			8/1/30	527,704.77	527,704.77	-	527,704.79
Interest	3.37%		I			8,891.83	83,950.11
State of CA Energy Commission (ARRA)			12/22/26	60,575.24	60,575.24	5,923.37	54,651.66
Interest	1.0%		I			302.05	1,376.83
State of CA (Davis Grunsky)			1/1/33	1,182,074.72	1,182,074.72	-	1,182,074.72
State of CA (Davis Grunsky) Deferred Interest			1/1/33	187,380.97	187,380.97	-	187,380.97
Interest	2.5%		I			15,799.77	184,599.31
COPS - Series 2021A, Water Fund			8/1/51	4,335,000.00	4,335,000.00	-	4,335,000.00
Interest	2.93%		I	-	-	-	2,724,548.61
Total Water Fund-Principal				6,292,735.70	6,292,735.70	5,923.37	6,286,812.14
Total Water Fund-Interest						24,993.65	2,994,474.86
<b>Total Water Fund</b>				<b>6,292,735.70</b>	<b>6,292,735.70</b>	<b>30,917.02</b>	<b>9,281,287.00</b>
<b>Wastewater Fund:</b>							
WWMF SRF Loan			7/31/47	14,012,514.71	14,012,514.71	-	14,473,509.30
Interest	1.6%		I			-	3,226,319.37
Chase Bank (Pialorsi Property)			3/8/35	1,380,100.00	1,380,100.00	45,100.00	1,335,000.00
Interest	2.9%		I	-	-	13,106.28	177,948.30
USDA (Sewer Bond)			8/1/22	65,000.00	65,000.00	-	65,000.00
Interest	5.0%		I			1,625.00	1,625.00
COPS - Series 2021B, Wastewater Fund			9/15/51	3,560,000.00	3,560,000.00	-	3,560,000.00
Interest	2.93%		I	-	-	27,830.83	2,174,325.00
Total Wastewater Fund-Principal				15,457,614.71	19,017,614.71	45,100.00	15,873,509.30
Total Wastewater Fund-Interest						14,731.28	3,405,892.67
<b>Total Sewer Fund</b>				<b>15,457,614.71</b>	<b>19,017,614.71</b>	<b>59,831.28</b>	<b>19,279,401.97</b>
<b>Meas. B Fund: Teen/Comm Center Loan</b>			11/1/29	872,053.00	872,053.00	48,514.00	832,319.00
	3.55%		I			15,634.79	123,030.36
Total Principal				22,622,403.41	26,182,403.41	99,537.37	22,992,640.44
Total Interest						55,359.72	6,523,397.89
<b>Total</b>				<b>22,622,403.41</b>	<b>26,182,403.41</b>	<b>154,897.09</b>	<b>29,516,038.33</b>

**Non-debt Long Term Liabilities, District-wide**

OPEB Liability
CalPERS Pension Liability

10,010,084.99
2,299,309.00

**McKinleyville Community Services District  
 Summary of Grants  
 as of January 31, 2022**

<b>District Grants</b>	<b>Total Grant Amount</b>	<b>Required District Match</b>	<b>Estimated District Asset Value</b>
CalOES Hazard Mitigation Grant - 4.5 mg Tank	\$ 5,418,735	\$ 1,806,245	\$ 4,675,000
CalOES Hazard Mitigation Grant - Sewer Undercrossings	\$ 2,538,300	\$ 846,100	\$ 2,137,000
SWRCB Energy Efficiency Grant/Loan	\$ 2,500,000	\$2,500,000 Loan	\$ 4,100,000
CA State Dept of Parks & Rec - Habitat Conservation Fund	\$ 56,600	\$ -	\$ 56,600

<b>Non-District Grants</b>	<b>Total Grant Amount</b>	<b>Required District Match</b>	<b>Estimated District Asset Value</b>
CalTrout US Fish & Wildlife - Mad River Restoration	\$ 20,000	\$ -	\$ 20,000
CalTrout NOAA - Mad River Restoration	\$ 490,167	\$ 48,000	\$ 300,000

**McKinleyville Community Services District**  
**Cash Disbursement Report**  
**For the Period January 1 through January 31, 2022**

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
<b>Accounts Payable Disbursements</b>						
39260	1/3/2022	MAY02	DENNIS MAYO	125.00	C20105	BOARD MEETING 12/1/21
39261	1/3/2022	ADV01	ADVANCED SECURITY SYSTEM	1,009.50	589315	SECURITY SYSTEMS
39262	1/3/2022	BAD01	BADGER METER, Inc.	358.80	80089048	BEACON MOBILE HOSTING
39263	1/3/2022	BLA01	FLEX REIMB JB	390.85	C20106	FLEX REIMB JB
39264	1/3/2022	COR01	CORBIN WILLITS SYSTEMS, INC	963.05	C112151	MOM MONTHLY MAINT.
39265	1/3/2022	EUR07	Eureka Rubber Stamp Co.	117.46	A33641	OFFICE SUPPLIES
				67.53	A33692	OFFICE SUPPLIES
			Check Total:	<u>184.99</u>		
39266	1/3/2022	FED02	FEDAK & BROWN LLP	13,417.00	C20106	ACCT. / AUDIT
39267	1/3/2022	GAN01	GAN CONFERENCING	3.20	50442	PROFESSIONAL SERVICES
39268	1/3/2022	GRA02	GRAINGER	93.14	694425	REPAIRS/SUPPLY TEEN CENTE
				91.51	753405	REPAIRS/SUPPLY
			Check Total:	<u>184.65</u>		
39269	1/3/2022	HUM01	HUMBOLDT BAY MUNICIPAL WATER DISTRICT	96,004.16	C20106	WTR PURCHASED
39270	1/3/2022	NOR13	NORTHERN CALIFORNIA SAFETY CONSORTIUM	1,300.00	C20106	HAZWOPER TRAINING
39271	1/3/2022	PGE07	PG&E STREETLIGHTS	1,070.33	C20106	STREET LIGHTS-ACCOUNT 090
39272	1/3/2022	PGE11	PG&E STREETLIGHTS	24.28	C20106	GAS & ELECTRIC ACCT 6945
39273	1/3/2022	PGE12	PG&E	47.15	C20106	GAS & ELECTRIC
39274	1/3/2022	PGE13	PG&E	10.64	C20106	GAS & ELECTRIC

Check Number	Check Date	Vendor Number	Vendor Name	Net Amount	Invoice #	Description
39275	1/3/2022	SEC03	SECURITY LOCK & ALARM	262.50	3514	PROFESSIONAL SERVICES
				28.75	3516	PROFESSIONAL SERVICES
			Check Total:	<u>291.25</u>		
39276	1/3/2022	STA01	STATEWIDE TRAFFIC	497.61	9007373	REPAIRS/SUPPLY
39277	1/3/2022	STA20	S.W.R.C.B.	55.00	32070	TRAINING/CERT. - KS
39278	1/3/2022	STR01	STREAMLINE	300.00	14	WEBSITE MONTHLY FEE
39279	1/3/2022	TPX01	TPx COMMUNICATIONS	2,975.92	307522	INTERNET SERVICES
39280	1/3/2022	VER01	VERIZON WIRELESS	-	C20106u	Ck# 039280 Reversed
39281	1/3/2022	\D006	MQ CUSTOMER REFUND FOR DA	31.87	000C20101	MQ CUSTOMER REFUND FOR DA
39282	1/3/2022	\H008	MQ CUSTOMER REFUND FOR HA	23.79	000C20101	MQ CUSTOMER REFUND FOR HA
39283	1/3/2022	\M005	MQ CUSTOMER REFUND FOR MA	120.00	000C20101	MQ CUSTOMER REFUND FOR MA
39284	1/3/2022	\N001	MQ CUSTOMER REFUND FOR NA	66.00	000C20101	MQ CUSTOMER REFUND FOR NA
39285	1/3/2022	\O006	MQ CUSTOMER REFUND FOR OK	84.43	000C20101	MQ CUSTOMER REFUND FOR OK
39286	1/3/2022	\T008	MQ CUSTOMER REFUND FOR TE	47.49	000C20101	MQ CUSTOMER REFUND FOR TE
39287	1/10/2022	ACW01	CB&T/ACWA-JPIA	9,092.09	679899	GRP. HEALTH INS
39288	1/10/2022	AME02	AMERESCO	229,678.87	7	MICROGRID PROJECT
39289	1/10/2022	ASC02	ASCAP	390.00	500642761	SUBSCRIPTION RENEWAL
39290	1/10/2022	CAL10	CALIFORNIA HEATING	11,482.00	31653	FISCHER HOUSE UPGRADES
39291	1/10/2022	FED01	FedEx Office	680.49	762278654	LAB TESTS TREATMENT
				21.68	961611540	OTHER (LATE FEE)
			Check Total:	<u>702.17</u>		
39292	1/10/2022	GRA02	GRAINGER	100.36	694425R	REPAIRS/SUPPLY AH
				91.51	753405R	REPAIRS/SUPPLY AH
			Check Total:	<u>191.87</u>		
39293	1/10/2022	HAR03	HARPER MOTORS CO.	163.39	C20112	VEHICLE REPAIRS

Check Number	Check Date	Vendor Number	Vendor Name	Net Amount	Invoice #	Description
39294	1/10/2022	HAR13	The Hartford - Priority A	443.70	C20112	GROUP LIFE INSURANCE
39295	1/10/2022	HEA01	HEALTHEQUITY, ATTN: CLINT	70.80	HN23QWQ	ANNUAL ADMIN FEE
39296	1/10/2022	HUM08	HUMBOLDT SANITATION	568.70	1CX02211	TRASH SERVICE
				283.75	1CX02212	TRASH SERVICE
				568.70	1CX02311	TRASH SERVICE
				728.70	1XC02210	TRASH SERVICE
			Check Total:	<u>2,149.85</u>		
39297	1/10/2022	IBA01	US BANK-GLOBAL CORP TRUST	8,891.83	C20112	LOAN PAYMENT
39298	1/10/2022	IND01	INDEPENDENT BUS. FORMS	132.38	40841	OFFICE SUPPLIES
39299	1/10/2022	IND02	INDUSTRIAL ELECTRIC SERVICE	1,885.62	C20112	PROF. SVC./REPAIRS/SUPPLY
39300	1/10/2022	INF02	INFOSEND	3,081.41	204681	POSTAGE/OFFICE SUPPLIES
39301	1/10/2022	INF03	INFINITE CONSULTING SERVICE	4,030.00	9533	SUBSCRIPTIONS
39302	1/10/2022	LES01	LES SCHWAB TIRE CENTER	3,075.87	C20112	VEHICLE REPAIRS
39303	1/10/2022	MCK04	MCK ACE HARDWARE	308.68	C20112	REPAIRS/SUPPLY
39304	1/10/2022	MCM01	McMaster-Carr Supply Co.	159.79	70457360	REPAIRS/SUPPLY TREATMENT
39305	1/10/2022	MEN01	MENDES SUPPLY CO.	1,067.04	C20113	REPAIRS/SUPPLY
39306	1/10/2022	MIL01	Miller Farms Nursery	21.42	C20113	VEHICLE REPAIRS
39307	1/10/2022	MIT01	MITCHELL LAW FIRM	1,221.00	49318	LEGAL
				37.00	49319	LEGAL
			Check Total:	<u>1,258.00</u>		
39308	1/10/2022	NAP02	NAPA AUTO PARTS	95.46	C20113	VEHICLE REPAIRS
39309	1/10/2022	NOR13	NORTHERN CALIFORNIA SAFETY CONSORTIUM	120.00	27929	SAFTEY TRAINING SUBSCRIPT
39310	1/10/2022	ORE01	O'REILLY AUTOMOTIVE, INC.	60.91	C20113	REPAIRS/SUPPLY/FEES
39311	1/10/2022	PGE05	PG&E	376.64	C20113	STREETLIGHTS



Check Number	Check Date	Vendor Number	Vendor Name	Net Amount	Invoice #	Description
39312	1/10/2022	PIT01	PITNEY BOWES	241.32	C20113	OFFICE EQUIPMENT LEASE
39313	1/10/2022	POI01	POINTS WEST SURVEYING CO.	1,623.75	12393	4.5 MG TANK PROJECT
39314	1/10/2022	SEQ01	Sequoia Gas Co.	2,559.49	C20113	FUEL PURCHASED
39315	1/10/2022	STA09	S.W.R.C.B.	105.00	C20113	CERT RENEWAL FOR J. HENRY
39316	1/10/2022	VOID	VOIDED CHECK			
39317	1/10/2022	VOID	VOIDED CHECK			
39318	1/10/2022	VOID	VOIDED CHECK			
39319	1/10/2022	VOID	VOIDED CHECK			
39320	1/10/2022	VOID	VOIDED CHECK			
39321	1/10/2022	VOID	VOIDED CHECK			
39322	1/10/2022	VOID	VOIDED CHECK			
39323	1/10/2022	VOID	VOIDED CHECK			
39324	1/10/2022	VOID	VOIDED CHECK			
39326	1/10/2022	STA11	STAPLES CREDIT PLAN	624.68	C20113	OFFICE SUPPLIES/FEES
39327	1/10/2022	STA12	SWRCB ACCOUNTING OFFICE	30,880.78	LW1033760	ANNUAL FEES
39328	1/10/2022	THO02	Thomas Home Center	336.06	C20113	REPAIRS/SUPPLY
39329	1/10/2022	THR01	THRIFTY SUPPLY COMPANY	4,606.70	C20113	REPAIRS/SUPPLY
39330	1/10/2022	THR02	THREE G'S HAY & GRAIN	125.86	C20112	REPAIRS/SUPPLY TREATMENT
39331	1/10/2022	UMP01	UMPQUA BANK	1,144.12	0122DS	AH ICE MACHINE/EMPLOYEE F
				3,145.54	0122JH	REPAIRS/SUPPLIES/LEGAL/PR
				1,235.81	0122LF	SUPPLIES/REPAIRS/EMP FUND
				1,057.53	0122BOARD	BOARD TRAVEL/EMPLOYEE FUN
				647.99	0122PAKRS	SUPPLIES/EMP FUND/POSTAGE
			Check Total:	<u>7,230.99</u>		
39332	1/10/2022	USB01	U.S. BANK TRUST N.A.	5,687.50	C20113	1982 USDA SEWER BOND PAYMENT
39333	1/10/2022	VAL01	VALLEY PACIFIC PETROLEUM	899.98	21453845	GAS/OIL/LUBE
39334	1/10/2022	VAL02	VALLEY PACIFIC	3,061.71	21453079	GAS/OIL/LUBE
39335	1/17/2022	ARC07	ARCATA FIRE PROTECTION DISTRICT	4,280.00	1166	AFPD ASSESMENTS

Check Number	Check Date	Vendor Number	Vendor Name	Net Amount	Invoice #	Description
39336	1/17/2022	ATT01	AT&T	1,298.08	C20118	TELEPHONE/INTERNET
39337	1/17/2022	ATT06	AT&T	-	C20118u	Ck# 039337 Reversed
39338	1/17/2022	BLA01	FLEX REIMB JB	109.15	C20118	FLEX REIMB JB
39339	1/17/2022	BOR01	BORGES & MAHONEY CO.	1,191.56	C20118	LAB TESTING SUPPLIES
39340	1/17/2022	DEP05	DEPARTMENT OF JUSTICE	96.00	554579	FINGERPRINTING
39341	1/17/2022	FED01	FedEx Office	1,292.57	762952057	LAB TESTS TREATMENT
39342	1/17/2022	GHD01	GHD	1,474.15	7073	WATER & SEWER MAINLINE RE
39343	1/17/2022	KEN02	KENNEDY/JENKS CONSULTANTS	622.50	152185	4.5 MG WATER RESERVOIR
39344	1/17/2022	MCK11	MCKINLEYVILLE SENIOR CENTER	21.40	C20119	PARKS DEPT PORTION OF INTERNET
39345	1/17/2022	MIT02	MITEL	761.13	38691227	TELEPHONE
39346	1/17/2022	MUD01	MUDDY WATERS COFFEE CO.,INC	80.00	84350198	OFFICE SUPPLIES
39347	1/17/2022	NOR35	NORTHERN HUMBOLDT EMPLOYMENT SVCS	634.96	ES22-086	OPEN SPACE MAINTENANCE
				530.21	ES22-087	OPEN SPACE MAINTENANCE
			Check Total:	<u>1,165.17</u>		
39348	1/17/2022	PAC05	PACIFIC ECORISK	857.15	17897	LAB TESTS TREATMENT
39349	1/17/2022	PIT01	PITNEY BOWES	52.19	19808383	OFFICE SUPPLIES
39350	1/17/2022	SUD01	SUDDENLINK	136.37	C20119	INTERNET SERVICES
39351	1/17/2022	SWR02	SWRCB FEES	763.00	WD0197101	ANNUAL PERMIT FEES
39352	1/17/2022	THA01	THATCHER COMPANY, INC.	-	1839u	Ck# 039352 Reversed
39353	1/17/2022	THR01	THRIFTY SUPPLY COMPANY	559.16	100237401	REPAIRS/SUPPLY
39354	1/24/2022	*0039	AH DEPOSIT/FEES REFUND SL	200.00	C20120	AH DEPOSIT/FEES REFUND SL
39355	1/24/2022	*0040	YOUTH BASKETBALL REFUND BV	60.00	C20120	YOUTH BASKETBALL REFUND BV
39356	1/24/2022	*0041	YOUTH BASKETBALL REFUND RG	60.00	C20121	YOUTH BASKETBALL REFUND RG

Check Number	Check Date	Vendor Number	Vendor Name	Net Amount	Invoice #	Description
39357	1/24/2022	70701	707 PEST SOLUTIONS	120.00	45359	PROFESSIONAL SERVICES
39358	1/24/2022	ATT04	AT&T	920.95	C20124	SWITCHED ETHERNET SERVICE
39359	1/24/2022	ATT06	AT&T	276.51	C20120	AH TELEPHONE
39360	1/24/2022	BAL01	FLEX REIMB DB	208.23	C20120	FLEX REIMB DB
39361	1/24/2022	GHD01	GHD	403.75	7402	WATER & SEWER MAINLINE REPLACEMT
				1,687.50	7488	WATER RECYLING PROGRAM
				713.13	7493	PROFESSIONAL SERVICES
				16,078.88	7494	MICROGRID PROJ
				3,858.53	7521	HWY 101 SEWER CROSSING PROJ
			Check Total:	<u>22,741.79</u>		
39362	1/24/2022	GRA02	GRAINGER	45.90	225890	SAFETY SUPPLIES
				253.57	358921	REPAIRS/SUPPLY
				159.06	448317	SAFETY SUPPLIES
				143.79	909634	SAFETY SUPPLIES
			Check Total:	<u>602.32</u>		
39363	1/24/2022	HUM15	HUMBOLDT COUNTY CLERK	2,598.00	C20121	4.5 MG RESERVOIR PROJ
39364	1/24/2022	MAY02	DENNIS MAYO	125.00	C20124	BOARD MEETING JANUARY 5,
39365	1/24/2022	PGE01	PG & E (Office & Field)	20,994.65	C20121	GAS & ELECTRIC
39366	1/24/2022	PGE10	PG&E STREETLIGHTS	3.61	C20121	STREETLIGHTS
39367	1/24/2022	RCS01	RC SYSTEMS, INC.	550.00	19020	SUBSCRIPTION RENEWAL
39368	1/24/2022	SWR02	SWRCB FEES	12,102.00	196665	SWRCB FEES
39369	1/24/2022	TEL01	TELE-WORKS, INC	684.00	40-100316	PREPAID MINUTES
39370	1/24/2022	THA01	THATCHER COMPANY, INC.	3,463.02	1839R	REPAIRS/SUPPLY TREATMENT
39371	1/31/2022	*0042	AH DEPOSIT REFUND JG	100.00	C20131	AH DEPOSIT REFUND JG
39372	1/31/2022	ACC04	ACCURATE DRUG TESTING SERVICE	90.00	4067	DOT PHYSICAL EXAMINATION
39373	1/31/2022	CAL10	CALIFORNIA HEATING	261.36	11772R	REPAIRS/SUPPLY PIALORSI

Check Number	Check Date	Vendor Number	Vendor Name	Net Amount	Invoice #	Description
39374	1/31/2022	COA01	COASTAL BUSINESS SYSTEMS	1,235.53	30873180	COPIER MONTHLY PAYMENT
39375	1/31/2022	COR01	CORBIN WILLITS SYSTEMS, INC	963.05	C201151	MOMS MONTHLY MAINTENANCE
39376	1/31/2022	CWE02	CALIFORNIA WATER ENVIRONMENT ASSOC.	192.00	C20131	MEMBERSHIP RENEWAL - DS
39377	1/31/2022	HAR13	The Hartford - Priority A	443.70	208288	GROUP LIFE INSURANCE
39378	1/31/2022	INF03	INFINITE CONSULTING SERVICE	1,436.66	9564	DELL LATITUDE LAPTOP
39379	1/31/2022	MUD01	MUDDY WATERS COFFEE CO.,INC	80.00	85303290	OFFICE SUPPLIES
39380	1/31/2022	NOR01	NORTH COAST LABORATORIES	4,303.00	C20127	LAB TESTS
39381	1/31/2022	PGE06	PG&E-STREETLIGHTS	17.84	C20128	PG&E STREETLIGHTS
39382	1/31/2022	PGE08	PG&E-STREETLIGHTS	17.12	C20128	STREETLIGHTS
39383	1/31/2022	PGE09	PG&E-STREETLIGHTS	86.61	C20128	STREETLIGHTS-ACCT 7040
39384	1/31/2022	PGE13	PG&E	9.98	C20131	GAS & ELECTRIC
39385	1/31/2022	SIX03	SIX RIVERS MECHANICAL	567.28	I3691	THERMOSTAT REPAIR
			Check Total:	<u>585.58</u>	I4201	ICE MACHINE INSTALLTION
				<u>1,152.86</u>		
39386	1/31/2022	SOU03	REPAIRS/SUPPLY EXP REIMB AS	199.00	C20126	REPAIRS/SUPPLY EXP REIMB AS
39387	1/31/2022	SUD01	SUDDENLINK	332.64	C20125	INTERNET SERVICES
			Check Total:	<u>466.80</u>	C0201252	INTERNET SERVICES
				<u>799.44</u>		
39388	1/31/2022	TPX01	TPx COMMUNICATIONS	2,730.37	67285-0	INTERNET SERVICES
39389	1/31/2022	USB01	U.S. BANK TRUST N.A.	4,255.41	C20125	SEWER BOND PAYMENT
39390	1/31/2022	VER01	VERIZON WIRELESS	137.29	833053	CELL PHONES & TABLET
39423	2/10/2022	UMP01	UMPQUA BANK	-	0222CTu	Ck# 039423 Reversed
D00067	1/3/2022	BIN01	BINDER, SCOTT	125.00	C20105	BOARD MEETING 12/1/2021
D00067	1/3/2022	COU09	COUCH, DAVID	125.00	C20105	BOARD MEETING 12/1/2021

Check Number	Check Date	Vendor Number	Vendor Name	Net Amount	Invoice #	Description
D00067	1/3/2022	ORS01	ORSINI, GREGORY	125.00	C20105	BOARD MEETING 12/1/2021
D00067	1/3/2022	PET01	CLARK-PETERSON, JOELLEN	125.00	C20105	BOARD MEETING 12/1/2021
D00068	1/24/2022	BIN01	BINDER, SCOTT	125.00	C20124	BOARD MEETING 01/05/2022
D00068	1/24/2022	COU09	COUCH, DAVID	125.00	C20124	BOARD MEETING 01/05/2022
D00068	1/24/2022	ORS01	ORSINI, GREGORY	125.00	C20124	BOARD MEETING 01/05/2022
D00068	1/24/2022	PET01	CLARK-PETERSON, JOELLEN	125.00	C20124	BOARD MEETING 01/05/2022

556,481.45  
**Total Disbursements, Accounts Payable: 556,481.45**

<b>Payroll Related Disbursements</b>
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17923-17932	1/6/2022		Various Employees	6,687.67		Payroll Checks
17933	1/6/2022	CAL12	CalPERS 457 Plan	9,155.28	C20106	RETIREMENT
				700.62	1C20106	PERS 457 LOAN PMT
			Check Total:	<u>9,855.90</u>		
17934	1/6/2022	DIR01	DIRECT DEPOSIT VENDOR- US	41,957.16	C20106	Direct Deposit
17935	1/6/2022	EMP01	Employment Development	1,800.46	C20106	STATE INCOME TAX
				797.87	1C20106	SDI
			Check Total:	<u>2,598.33</u>		
17936	1/6/2022	EMP02	Employment Dev Department	849.34	C11231	SUI
17937	1/6/2022	HEA01	HEALTH EQUITY, ATTN: CLINT	150.00	C20106	HSA
17938	1/6/2022	HUM29	UMPQUA BANK--PAYROLL DEP.	5,933.90	C20106	FEDERAL INCOME TAX
				9,024.54	1C20106	FICA
				2,110.58	2C20106	MEDICARE
			Check Total:	<u>17,069.02</u>		
17939	1/6/2022	ACW01	CB&T/ACWA-JPIA	59,846.23	C11231	MED-DENTAL-EAP INSUR
17940	1/6/2022	PUB01	Public Employees PERS	20,044.83	C11231	PERS PAYROLL REMITTANCE

Check Number	Check Date	Vendor Number	Vendor Name	Net Amount	Invoice #	Description
17941-17951	1/24/2022		Various Employees	7,858.06		
17952	1/24/2022	CAL12	CalPERS 457 Plan	8,638.20	C20124	RETIREMENT
				700.62	1C20124	PERS 457 LOAN PMT
			Check Total:	<u>9,338.82</u>		
17953	1/24/2022	DIR01	DIRECT DEPOSIT VENDOR- US	37,256.17	C20124	Direct Deposit
17954	1/24/2022	EMP01	Employment Development	1,494.81	C20124	STATE INCOME TAX
				740.68	1C20124	SDI
			Check Total:	<u>2,235.49</u>		
17955	1/24/2022	HEA01	HEALTH EQUITY, ATTN: CLINT	150.00	C20124	HSA
17956	1/24/2022	HUM29	UMPQUA BANK--PAYROLL DEP.	5,448.49	C20124	FEDERAL INCOME TAX
				8,328.38	1C20124	FICA
				1,947.78	2C20124	MEDICARE
			Check Total:	<u>15,724.65</u>		
			<b>Total Disbursements, Payroll:</b>	<u><u>231,621.67</u></u>		
			<b>Total Check Disbursements:</b>	<b>788,103.12</b>		



**Fiscal Analysis:**

Not applicable

**Environmental Requirements:**

Not applicable

**Exhibits/Attachments:**

- Attachment 1 - Summary of 2021 Wastewater Management Facility Annual Report



# McKinleyville Community Services District



## **ANNUAL WASTEWATER MANAGEMENT FACILITY MONITORING & DISCHARGE REPORT**

**FOR 2021**

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](mailto: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 10, 2022

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 2021**

The McKinleyville Community Services District operates the wastewater collection, treatment, and disposal facilities that serve 6631 customer units in the unincorporated area of McKinleyville in Northern Humboldt County. The system operated 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	.25		.75		
Ammonia Impact Ratio	ug/L	1.0		1.0		
Dichlorobromomethane	ug/L	.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	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 2021 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 2021 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 2021

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 2021 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 2021

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 2021 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 2021 were in compliance.

Dichlorobromomethane Testing:

The effluent limitations for Dichlorobromomethane for Discharge Point 001 are listed in Table 1. There were no exceedances in 2021.

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 day of notification. The results for Acute Testing were in compliance in 2021.

Acute Toxicity Testing

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

Table 4 Acute Monthly Testing for 2021

Date Collected	Test	Trout Survival	TST
1/14/2021	Monthly	100%	PASS
2/25/2021	Monthly	100%	PASS
3/4/2021	Monthly	100%	PASS
4/8/2021	Monthly	100%	PASS
11/8/2021	Monthly	100%	PASS
12/9/2021	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 per permit during the 2021 discharge season. The testing results for Chronic Testing are detailed in Table 5

Table 5 Chronic Toxicity Testing for 2021

Dilution Water	Date	Test Species	
		Flathead minnow	
		% effect	TST
Diluted w/ Lab Control Water	January 2021	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 2021.

**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 2011 through 2021. The average BOD in 2021 was 4 mg/L and continues to remain well below 30mg/L, our current limit.

Chart 1 Annual Average BOD Concentrations

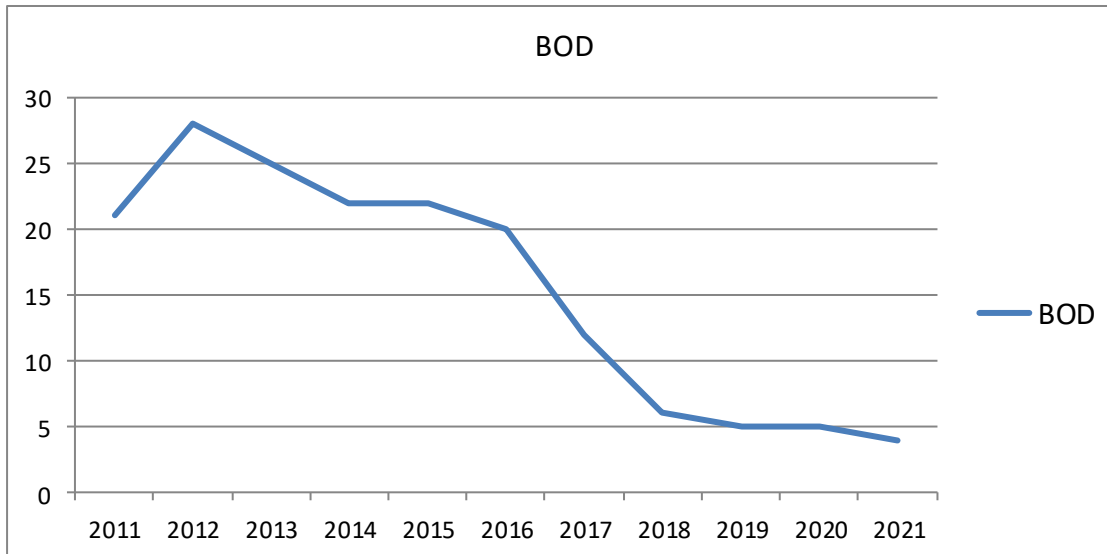


Chart 2 demonstrates average TSS concentration in mg/L from 2011 through 2021. The average TSS in 2021 was 3 mg/L and is well below the level it was in 2011. There was a trend increase in 2016 possibly due to the draining of Pond A to build the new plant which diverts flow and nutrient to one Facultative Pond instead of two, along with the additional aerators placed in Pond B.

Chart 2 Annual Average TSS Concentrations

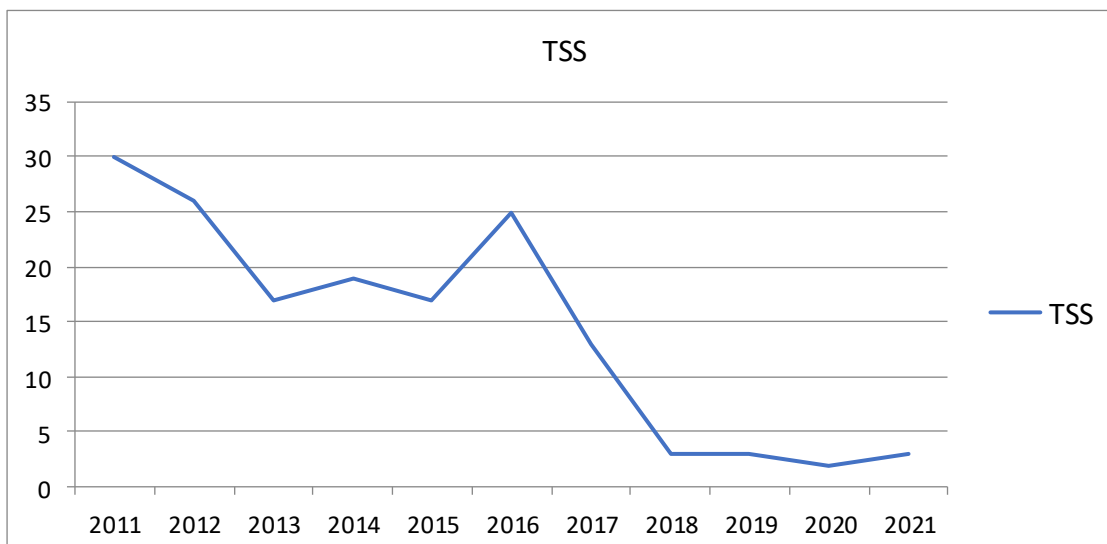
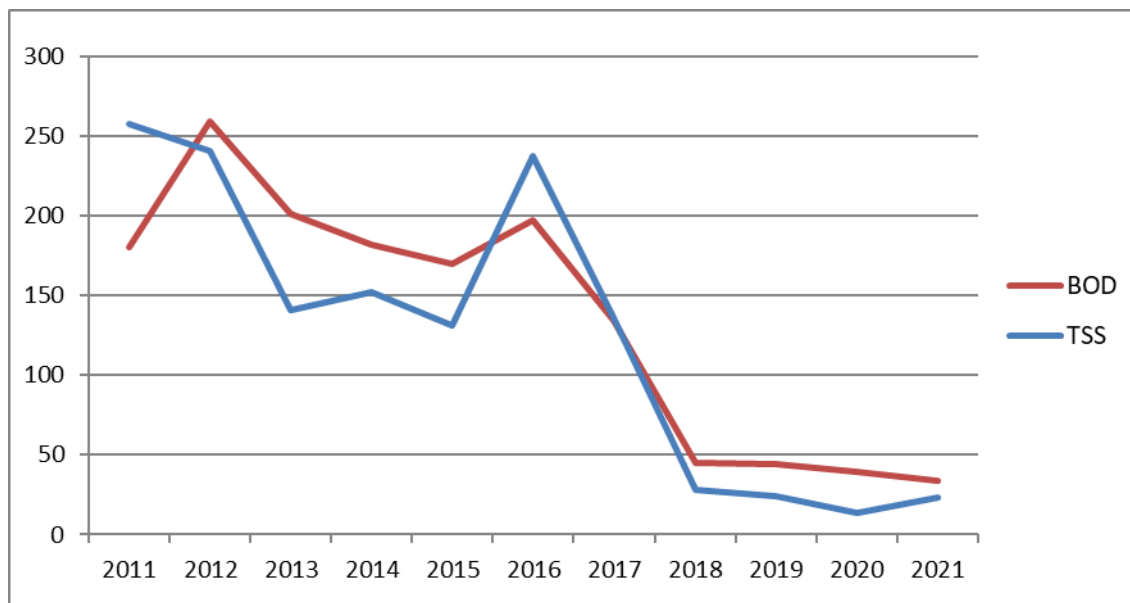


Chart 3 is the product of the flow and the concentration. It is identified as mass loading and measured in pounds per day.

Chart 3 Annual Average BOD and TSS Mass Loading



Charts 1-3 demonstrate the steady trend downward of BOD and TSS from 2011. 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 2021.

Summary of Work Completed in 2021

**Ammonia Study Work Plan:**

The District is required to conduct a freshwater mussel survey of the lower Mad River in accordance with the current National Pollutant Discharge Elimination System (NPDES) permit requirements for the McKinleyville Wastewater Treatment Facility (WWTF).

Under Waste Discharge Requirements (WDR) Order No. R1-2018-0032, Special Provision VI.C.2.a, the District was required to submit a work plan for conducting the freshwater mussel



study to the Regional Water Board by October 1, 2020.

The District submitted the MCSD Freshwater Mussel Study Workplan (Moonstone Associates, 2020) for Regional Water Board review and approval in September 2020. The District received Regional Board approval of the work plan in December 2020. A copy of the complete approved work plan is available online at

<https://www.mckinleyvillecsd.com/files/e5580fb3c/20200928-MCSDMusselStudyWorkPlan.pdf>

The District contracted with Stillwater Sciences to conduct a presence/absence survey for freshwater mussels in the lower Mad River following the work plan developed by Moonstone Associates, Inc. This survey was conducted in accordance with the *Technical Support Document for Conducting and Reviewing Freshwater Mussel Occurrence Surveys for the Development of Site-Specific Water Quality Criteria for Ammonia* (USEPA 2013).

There was a lack of freshwater mussel observations and historical records from within the study area. This may be due to unfavorable stream, habitat, and substrate conditions. No further studies are recommended under the study plan due to no historic records or current detection of freshwater mussels in the study area. A copy of the complete report is available online at :

<https://www.mckinleyvillecsd.com/files/8d3553fe8/PFAS+Quarterly+Monitoring+Reports+2021.pdf>

#### **Local Limits Study:**

Federal water quality regulations require local governments to prevent the introduction of certain pollutants into their Publicly Owned Treatment Works (POTW), in order to prevent interference with wastewater treatment processes and pass through of pollutants and provide for the use and disposal of municipal biosolids (sludge). This is accomplished through development and implementation of specific effluent limits (local limits) for industrial users. These limits are developed to reflect the specific needs and capabilities at individual POTWs and protect the waterbody to which the POTW discharges.

Freshwater Environmental Services (FES) has assisted the McKinleyville Community Services District (MCSD) in developing the Local Limits Study Workplan (Workplan) to outline the steps required for a local limits update.

The Workplan was submitted to the Regional Water Quality Control Board (RWQCB) for review in September 2019 and the implementation was approved in December of 2019. Staff conducted the study in July of 2020 and the results were used to develop an updated Local Limits Report which was submitted to the RWQCB for approval. A copy of the complete Local Limits Report is available online at

<https://www.mckinleyvillecsd.com/files/b8e69aefa/MCSD+Local+Limits+Report+2020+%28Final%29.pdf>

#### **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. A copy of the report that was sent to the State Water Board is available online at :

<https://www.mckinleyvillecsd.com/files/f63679dcd/MCSD+2021+DMR-QA+41+Report.pdf>

#### **Per- and Polyflouroalkyl Substances (PFAS) Sampling:**

The State Water Board issued *Order WQ 2020-0015-DWQ for the Determination of the Presence of Per- and Polyfluoroalkyl Substances at Publicly Owned Treatment Works (Order)* on July 9, 2020. PFAS sampling was conducted quarterly per the Order issued. A copy of all four quarters of sampling that was submitted to the State Water Board is available online at :

<https://www.mckinleyvillecsd.com/files/8d3553fe8/PFAS+Quarterly+Monitoring+Reports+2021.pdf>

#### **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
Chris Reed	Equipment and site maintenance
<b>Emergency Contacts</b>	
Patrick Kaspari	707-599-5123
James Henry	707-496-2295
Drew Small	707-362-1800
Duty Cell Phone	707-601-9241



## INDEX of EXHIBITS

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Influent and Effluent Monthly Totals  
Influent and Effluent Maximum Day

EXHIBIT B: Tabular **PG 12**

CFS, River Dilution, Effluent Flow and Effluent Distribution

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

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

EXHIBIT D: Tabular Data **PG 31**

Monthly Monitoring Report (Permit exceedances highlighted in yellow)

EXHIBIT E: Tabular Data **PG 44**

Influent and Effluent Testing Daily, Monthly and Annual Averages

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

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

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

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Monthly/ Annual Average for River Monitoring  
Monthly/ Annual Averages for Pond Ammonia  
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Monthly Total Electric, Cl<sub>2</sub>, SO<sub>2</sub>, 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 94**

EXHIBIT O: Source Control **PG 133**

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

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

# McKinleyville Community Services District

## BOARD OF DIRECTORS

March 2, 2022

TYPE OF ITEM: **ACTION**

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**ITEM: D.4**                      **Reaffirm Resolution 2021-27 Making Findings Pursuant to Government Code Section 5493, as Amended by Assembly Bill 361, and Authorizing the continued Use of Virtual Meetings**

**PRESENTED BY:**              **April Sousa, Board Secretary**

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

### **Recommendation:**

Staff recommends that the Board review the provided material and reaffirm Resolution 2021-27 (**Attachment 1**), authorizing the continued use of virtual meetings.

### **Discussion:**

At the beginning of the pandemic, Governor Newsom issued Executive Orders N-08-21, N-25-20, and N-29-20, which allowed for relaxed provisions of the Ralph M. Brown Act (Brown Act) that allowed legislative bodies to conduct meetings through teleconferencing without having to meet the strict compliance of the Brown Act.

The Governor slated these orders to sunset at the end of September 2021.

On September 17, 2021, Governor Newsom signed into law Assembly Bill 361, which amends the Government Code to provide relief from strict teleconferencing provisions of the Brown Act under certain circumstances. In order to continue in this matter, the legislative body would need to make certain findings that would require the need for the legislative body to conduct meetings in this matter. These findings would include any sort of proclaimed state of emergency.

A state of emergency was proclaimed by the Governor on March 4, 2020, which remains in effect today. Additionally, the Humboldt County Health Officer has imposed recommendations to continue to promote social distancing in his August 6, 2021 order, as well as other prior orders and guidance.

As this state of emergency continues to directly impact the ability for some members of the public to meet in person as well as, at times, members of the Board of Directors to safely meet in person, the continuance of public meetings via teleconference is advisable.

The Board of Directors previously discussed continuing with a teleconference option for all board meetings at the August 2021 Board meeting. With the passing of Resolution 2021-27, any Board member that finds themselves unable to attend in person due to a sudden COVID matter will be able to continue to meet as a member of the Board via a teleconference option without the strict teleconferencing provisions, which includes disclosing the location of each Board Director who is meeting virtually.

Resolution 2021-27 was originally approved on October 6, 2021.

It is recommended by legal counsel that this resolution be reaffirmed in 30 days, and every 30 days after, until such time it is no longer needed.

**Alternatives:**

Staff analysis consists of the following potential alternative:

- Take No Action

**Fiscal Analysis:**

Not applicable

**Environmental Requirements:**

Not applicable

**Exhibits/Attachments:**

- Attachment 1 – Resolution 2021-27

**RESOLUTION NO 2021-27**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT MAKING FINDINGS PURSUANT TO GOVERNMENT CODE SECTION 54953, AS AMENDED BY ASSEMBLY BILL 361, AND AUTHORIZING THE CONTINUED USE OF VIRTUAL MEETINGS**

**WHEREAS**, as a result of the COVID-19 pandemic, the Governor issued Executive Order Nos. N-08-21, N-25-20 and N-29-20, which suspended certain provisions of the Ralph M. Brown Act to allow legislative bodies to conduct public meetings without strict compliance with the teleconferencing provisions of the Brown Act; and

**WHEREAS**, Assembly Bill 361, which was signed into law on September 17, 2021, amended Government Code section 54953, to provide relief from the teleconferencing provisions of the Brown Act under certain circumstances provided the legislative body makes certain findings; and

**WHEREAS**, as a result of the COVID-19 pandemic, the Governor proclaimed a state of emergency on March 4, 2020, in accordance with the section 8625 of the California Emergency Services Act, and the state of emergency remains in effect; and

**WHEREAS**, as a result of the COVID-19 pandemic, the Humboldt County Health Officer has imposed and has recommended measures to promote social distancing as more particularly set forth in his August 6, 2021, Order, among other prior orders and guidance; and

**NOW, THEREFORE**, the Board of Directors of the McKinleyville Community Services District does hereby find and resolve as follows:

1. That the Board has reconsidered the circumstances of the previously declared and existing state of emergency arising from the COVID-19 pandemic; and
2. That the state of emergency continues to directly impact the ability of the members of the Board to meet safely in person, and further that local officials continue to impose or recommend measures to promote social distancing; and
3. That the Board may continue to conduct public meetings in accordance with Government Code section 54953(e); and
4. That the Board will reconsider the above findings within 30-days of this Resolution.

**PASSED AND ADOPTED** on the 6th day of October 2021 by the following vote:

AYES: Binder, Clark-Peterson, Couch, Orsini, and Mayo  
 NAYS: None  
 ABSENT: None  
 ABSTAIN: None

  
 \_\_\_\_\_  
 Dennis Mayo, Board President

Attest:

  
 \_\_\_\_\_  
 April Sousa, MMC, Board Secretary

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- Connect the action in the Capitol with the implementation in your community.
- Drill into hot topics through breakout sessions on key issues, which may affect your district's revenue, governance, public works, or personnel.
- Find answers to your tough questions from expert panels.

Director Orsini will be attending the conference as a requirement of serving on the CSDA Board of Directors.

**Alternatives:**

Staff analysis consists of the following potential alternative

- Take No Action

**Fiscal Analysis:**

Early bird registration is \$275 before April 15, 2022 and hotel costs at the Sheraton Grand Sacramento Hotel Sacramento are \$205 a night excluding taxes. The District vehicle can be utilized for attendees. An approximate total cost, including per diem is approximately \$789 per attendee.

**Environmental Requirements:**

Not applicable

**Exhibits/Attachments:**

- Attachment 1 – Special District Legislative Days Website Information





## 2022 Special Districts Legislative Days

Now more than ever special districts need to advocate on behalf of the communities they serve. From climate adaptation to workforce development, lawmakers in Sacramento and Washington D.C. are making critical decisions that will impact the budget, infrastructure, and operations of your district.

Special Districts Legislative Days is the only opportunity for all types of special districts, large and small, north and south, rural and urban to come together with one united voice. Issues like revenue, governance, labor, and public works matter to all districts whether they provide water, sewer, fire protection, parks, cemeteries, healthcare, mosquito abatement, ports, harbors, airports, libraries, or other essential services.

Don't miss this opportunity to hear from California's top decision-makers, build partnerships, and strengthen the voice of local control. Past speakers have included California's State Controller, State Treasurer, Secretary of State, Secretary of Natural Resources, Director of the Office of Emergency Services, State Auditor, Legislative Analyst, and Director of Finance.

### Attendee Pricing:

Early Bird Registration on or before April 15, 2022:

\$275 CSDA Member

\$410 Non-member

Regular Registration after April 15, 2022:

\$350 CSDA Member

\$525 Non-member

### Hotel Room Reservations:

Room reservations start at the rate of \$205 plus tax. The room reservation cut-off is April 25, 2022; however, space is limited, and rooms may sell out before this date. The attendee will be provided a link to the CSDA room block following your registration.

### Cancellation Policy:

Cancellations must be in writing and received by CSDA no later than April 15, 2022. All cancellations received by this date will be refunded less a \$75 processing fee. There will be no refunds for cancellations made after April 15, 2022. Substitutions are acceptable and must be done in writing no than later May 6, 2022. Please submit any cancellation notice or substitution request to [meganh@csda.net](mailto:meganh@csda.net) or fax to 916-520-2465.

**When** 5/17/2022 - 5/18/2022

**Where** Sheraton Grand Sacramento Hotel  
1230 J Street  
Sacramento, CA 95814  
UNITED STATES

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# McKinleyville Community Services District

## BOARD OF DIRECTORS

March 2, 2022

TYPE OF ITEM: **INFORMATION**

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**ITEM: E.1**                      **Presentation of Humboldt County’s Multifamily Rezone Project**

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

**TYPE OF ACTION:**        **Information only - Presentation**

### **Recommendation:**

Staff recommends that the Board review the provided material, discuss, allow for public comment, and to listen to the presentation from Humboldt County Planning Department regarding Humboldt County’s Multifamily Rezone Project.

### **Discussion:**

The Multifamily Rezone Project is a County-initiated housing program that implements the County’s certified 2019 Housing Element. The Multifamily Rezone Project (MRP) will up-zone volunteered properties that meet the requirements of State law to allow by-right multifamily development. In order for volunteered parcels to be eligible to participate in the MRP, the density requirements dictated by State law require public water and sewer connections be available.

The Humboldt County Planning and Building Department has initiated property owner outreach and is holding several more Public outreach meetings in the next couple of months. Given the importance of water and sewer connections to this effort and the potential impacts to existing water and sewer infrastructure, the County Planning and Building Department reached out to MCSD at the end of 2021 to gain a clear understanding of current conditions. The conversation was very helpful, and County Staff is providing parcel data to District Staff as to which parcels within the District’s service area could potentially be up-zoned to multifamily dwellings. The District will then utilize this information to fully analyzed the potential impacts to the District’s water and sewer infrastructure.

The District’s existing water system, especially after the addition of the proposed 4.5-million gallon (MG) water storage tank, will likely be more than able to handle near-term growth. Our current Peak Rate Allocation with Humboldt Bay Municipal Water District is 2.6 million gallons per day (MGD). Our maximum daily use in 2021 was 2.026 MGD. It is unlikely that these zoning changes will have much impact on the District’s ability to provide drinking water to existing and additional customers.

The main area of concern and potential impact is the wastewater collection system. The latest treatment plant upgrade was designed to accommodate growth out to 2030 for a design population of 19,415 people (current population served is approximately

16,600); a Design Average Dry Weather Flow of 1.37 MGD (current ADWF is 0.818 MGD) and Design Peak Daily Flow of 3.08 MGD (highest Peak Daily Flow seen in the last 10-years is 2.3 MGD in 2019). The treatment plant can handle an additional 2,815 people, which will likely take years to reach. The concern on the wastewater side is that certain points in the collection system have flow capacity restraints. The project to replace the three highway undercrossing will address some of these capacity issues, but there are other locations in the system that also have capacity restrictions. Obtaining County data on where the potential multifamily growth can occur will allow the District to further analyze these potential impacts using our Sewer Model. Depending on the findings, they may change priorities on where the mainline rehabilitation projects are implemented in the coming years. It is unclear at this time whether the State will provide grant funding to improve the infrastructure required to support their mandated housing requirements. It is also possible that some of these upgrades could be funded in whole or in part by developers constructing the housing.

The existing local housing demand is high and will only increase due to the expansion of Cal Poly Humboldt, job growth associated with Nordic Aquafarms, and expansion of the harbor to support offshore wind energy. The potential location of additional multifamily units in McKinleyville may help relieve some of the demand but will also place more demand on the District's infrastructure, which may stress the wastewater collection system in particular. District and County Staff desired to update the Board on these potential impacts and allow the Board to ask questions of Staff.

Michelle Nielsen and Michael Richardson from the Humboldt County Planning Department will provide information on the Multifamily Rezone Project. Their presentation is included as **Attachment 1**.

**Alternatives:**

Staff analysis consists of the following potential alternative:

Not applicable.

**Fiscal Analysis:**

Not applicable.

**Environmental Requirements:**

Not applicable

**Exhibits/Attachments:**

- Attachment 1 – Humboldt County Planning Staff Multifamily Rezoning Project presentation.

# McKinleyville Community Services District Workshop

March 2, 2022



# Presentation Outline

## McKinleyville Now

- Counts and summaries of residential parcels located within McKinleyville CSD's existing water and sewer service area, including
  - Improved and unimproved/vacant parcels
  - The County's 2019 Housing Element Inventory

## McKinleyville's Theoretical Residential Buildout

- Existing zoning and SB 9's entitlement for two housing units

## Reality Check

- Historic and projected population growth for the County and McKinleyville
- Construction activity
  - ADU and JADU construction activity since 2017

## McKinleyville and the County's 2022 Multifamily Rezone Project

# Available Resources

Feb. 1 and Feb. 16, 2022, workshop videos posted to the County's YouTube channel:

[https://www.youtube.com/channel/UC\\_7iClSb2OvAf0iAUcov2vg](https://www.youtube.com/channel/UC_7iClSb2OvAf0iAUcov2vg)

- Feb. 16, 2022, Housing Forward Humboldt Developer Workshop
- Feb. 1, 2022, Multifamily Rezone Project

Humboldt County's 2022 Multifamily Rezone Project webpage:

<https://humboldtgov.org/653/Multifamily-Rezone-Project>

Housing Forward Humboldt 2022 Community Workshop Series:

<https://humboldtgov.org/210/Housing-and-Grants>

Humboldt County's 2019 adopted Housing Element:

<https://humboldtgov.org/DocumentCenter/View/79162/Chapter-8---2019-Housing-Element-Final-PDF>

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# McKinleyville Community Services District

## BOARD OF DIRECTORS

March 2, 2022

TYPE OF ITEM: **ACTION**

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**ITEM: E.2**                      **Consider Preparing an MOU with Humboldt Bay Municipal Water District to Wheel HBMWD Water Through MCSD System to the Trinidad Rancheria**

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

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

### **Recommendation:**

Staff recommends that the Board review the provided material, discuss, take public comment, and consider the preparation of a Memorandum of Understanding (MOU) with Humboldt Bay Municipal Water District to Wheel HBMWD Water through the MCSD System to the Trinidad Rancheria. MOU to be drafted by HBMWD Legal Counsel, and HBMWD to reimburse MCSD for legal costs to have alternative Legal Counsel review the MOU on behalf of MCSD.

### **Discussion:**

At the January 6, 2021 MCSD Board Meeting, the Board approved in concept to participate with Humboldt Bay Municipal Water District (HBMWD) and the Trinidad Rancheria (Rancheria) to wheel HBMWD water through MCSD's water system to provide water to the Rancheria to supplement the water from the City of Trinidad.

As detailed at the January 2021 Board Meeting, HBMWD is the regional water wholesaler and their District Boundaries coincides generally with the MCSD boundary to the north, but since they are a water wholesaler, it would be possible for them to obtain a change in point of use from the State Water Resources Control Board to serve the Rancheria. MCSD's Service Area Boundaries end at Dows Prairie to the north, so we could not sell water directly to the Rancheria without approval from LAFCo to revise our Service Area Boundaries. However, HBMWD could likely utilize MCSD's system for "wheeling" water to the Rancheria. The MCSD system would then basically serve as an extension of the HBMWD distribution system. A waterline would still have to be constructed from the north end of the MCSD system to the Rancheria, but the use of the MCSD system would eliminate the need to construct a line from the HBWMD system in Arcata to the Rancheria. If this alternative is deemed feasible, the retail water contract would be between HBMWD and the Rancheria; however, there would also need to be a contract between HBMWD and MCSD to recoup our costs for the use of our system.

At the HBMWD Board Meeting on February 10, 2022, their Board of Directors approved the execution of the Mainline Extension Agreement between HBMWD and the Rancheria included as **Attachment 1**. At that Board Meeting, the Rancheria also stated that they had secured the funding to begin the design and permitting phase for this

project. It is likely that the Rancheria and/or their design engineer will likely begin to request information on the MCSD's system, pressures, pipeline sizes, etc. and it is important that all parties agree to who is paying for what work, who would own what portions of the system upon completion, who is responsible for maintenance, define indemnifications, insurance, etc., etc., and at least begin to negotiate water rates for the wheeled water.

The Board is also reminded that in February of 2021, the District received a Letter from the Mitchell Law Firm, LLP disclosing a conflict of interest (**See Attachment 2**) with the work they are performing on this project with HBMWD and requesting an acknowledgement of and consent of the conflict. The Consent was executed by both parties and requires MCSD to seek an alternative Legal Counsel with regards to advice on this particular project.

Given that the MCSD Board expressed the desire that this project be cost neutral to the District, Staff recommends that the District request HBMWD have Mitchell Law Firm prepare a Draft MOU between HBMWD and MCSD for the execution of this project and reimburse MCSD for legal expenses for alternative Legal Counsel to review and negotiate the MOU on behalf of MCSD.

**Alternatives:**

Staff analysis consists of the following potential alternative:

- Take no Action

**Fiscal Analysis:**

Not applicable.

**Environmental Requirements:**

Not applicable

**Exhibits/Attachments:**

- Attachment 1 – Mainline Extension Agreement between HBMWD and Trinidad Rancheria
- Attachment 2 – Feb. 3, 2021 Disclosure of Conflict of Interest letter from Mitchell Law Firm

## HUMBOLDT BAY MUNICIPAL WATER DISTRICT

## MAINLINE EXTENSION AGREEMENT

**THIS MAIN LINE EXTENSION AGREEMENT** ("Agreement") is entered into as of \_\_\_\_\_, 2022, by and between the **HUMBOLDT BAY MUNICIPAL WATER DISTRICT** ("District"), a California public entity, and the **CHER-AE HEIGHTS INDIAN COMMUNITY OF THE TRINIDAD RANCHERIA** ("Tribe"), a federally recognized Indian Tribe. The District and Tribe may be referred to individually as a "Party" or collectively as the "Parties".

**RECITALS**

1. WHEREAS, the District is a duly formed and existing Municipal Water District, formed pursuant to Division 20 of the California Water Code and providing municipal water services to parcels within its sphere of influence and District boundaries.
2. WHEREAS, the Tribe is a federally recognized Indian tribe acknowledged to have the immunities and privileges available to federally recognized Indian Tribes by virtue of their government-to-government relationship with the United States as well as the responsibilities, powers, limitations, and obligations of such tribes.
3. WHEREAS, the United States government holds lands in the State of California in trust for the benefit of the Tribe over which the Tribe exercises jurisdiction and possesses sovereign governmental powers. The Trinidad Rancheria Trust Land, which is held in trust for the benefit of the Tribe and subject to this Agreement ("Tribe's Lands"), are depicted in **Exhibit A** attached hereto and incorporated herein. The Tribe's Lands are located outside of the District's current boundaries and sphere of influence.
4. WHEREAS, the Tribe intends to further develop the Tribe's Lands, including Tribal facilities and residences that are currently or may be constructed within the Trinidad Rancheria as needed ("Project").
5. WHEREAS, the Tribe has requested that District provide water service to the Project, which will necessitate an extension of the District's water main from the approximate northern portion of the northern boundary of the McKinleyville Community Services District to the Project.
6. WHEREAS, the District has determined that it has available water supply to provide water service to the Project, subject to the Tribe's installation and construction of certain system improvements and other terms and conditions as provided by this Agreement.

## AGREEMENT

NOW, THEREFORE, in consideration of the hereinafter mutual promises and covenants, and for other good and valuable consideration as set forth herein, the receipt and sufficiency of which are expressly acknowledged, the District and the Tribe agree as follows.

**Section 1. Effective Date.** This Agreement shall become effective on the date it is fully executed by the parties. Each party warrants and represents to the other that the person executing this Agreement has the full authority and capacity to execute this Agreement and bind the respective party to the terms hereof.

**Section 2. Regulatory Approvals.**

**2.1 Regulatory Approvals.** The District shall have no obligation under this Agreement unless and until each of the following conditions are satisfied in full by the Tribe (collectively, the "Regulatory Approvals"):

**2.1.1 Local Area Formation Commission Approval.** To the extent required by law, the Tribe understands and agrees that the District shall have no obligation under this Agreement unless and until the extraterritorial extension of water service contemplated hereunder is approved by the Humboldt Local Area Formation Commission ("LAFCo"). The Tribe acknowledges that LAFCo may condition its approval of the extraterritorial extension of water service contemplated hereunder upon the performance of certain actions, including, but not limited to, review under the California Environmental Quality Act ("CEQA").

**2.1.2 County Approval.** The Tribe understands and agrees that the District shall have no obligation under this Agreement unless and until the extraterritorial extension of water service and the improvements contemplated hereunder are approved by the County of Humboldt ("County") as reflected in a final Coastal Development Permit or other final permit as may be required by the County. The Tribe acknowledges that the County may condition its approval of the extraterritorial extension of water service and the improvements contemplated hereunder upon the performance of certain actions, including but not limited to CEQA review.

**2.1.3 State Water Board Approval.** The Tribe understands and agrees that the District shall have no obligation under this Agreement unless and until this Agreement and the extraterritorial extension of water service contemplated hereunder are approved by the California State Water Resources Control Board or the Regional Board, as applicable.

**2.1.4 Bureau of Indian Affairs Approval.** To the extent required by law, the Tribe shall obtain any and all approvals from the Bureau of Indian Affairs that may be required by law to extend the District's water service and required water line extension to the Tribe's Lands, including approval of any easements or other property rights across the Tribe's Lands.

**2.2 Regulatory and Approval Costs.** The Tribe shall pay, either directly or by way of reimbursement to the District, any and all application, processing, or other lawful costs imposed by any



government entities having jurisdiction or approval authority over the Work; provided that the Tribe reserves the right to challenge the imposition of such costs as unlawful. Without limiting the generality of the foregoing, the Tribe shall be responsible for any costs associated with environmental review under applicable laws, including CEQA. In the event the District pays any such costs, the Tribe shall reimburse the District within thirty (30) days of a written demand by the District. The Tribe's obligation under this sub-section applies regardless of whether the regulatory agency approves or denies the application.

### **Section 3. Cost Recovery.**

**3.1. For District Services.** Upon execution of this Agreement, the Tribe agrees to advance to District a deposit in the amount of five thousand dollars (\$5,000) to fund the District engineering, legal and administrative services in connection with District's study and investigation of water service to the Project, plan review, inspection of construction, testing of improvements, and other costs incurred by District in the performance of its duties under this Agreement and otherwise in connection with extending and providing water and service to the Project. District will draw on this deposit to pay or reimburse periodic invoices from the District consultants and to reimburse District for the cost of District staff time and materials. If, before acceptance of the Work (as that term is defined in Section 4), the deposit becomes depleted or 20% or less of the deposit remains, District reserves the right to require additional deposits to cover additional anticipated District costs for such District services incurred by the District for inspecting and reviewing the Work. If any requested deposit or payment is not timely made, District may so notify the Tribe and it will have twenty (20) days to cure the default. If deposit or payment has not been made within the twenty (20)-day period or if the funds become depleted, then District will suspend all services in connection with the Work pending receipt of the deposit or payment. If the deposit or payment remains unpaid for sixty (60) days or more, then District may terminate this Agreement. District will refund to the Tribe any deposit remaining upon termination of the Agreement, without interest. District shall deposit the Tribe's deposits into a special fund for the purpose of paying and reimbursing District costs. Any Tribe deposit remaining upon completion and acceptance of the Work will be refunded, without interest, to the Tribe. If the final total District costs exceed the amount of the deposit(s), the Tribe must pay the difference upon demand and before the District accepts the Work.

**3.2 District Fees.** In addition to any other costs or expenses required by this Agreement, the Tribe shall pay to the District any hookup or meter fees applicable for the Tribe's water connection at the then-current rates, established by the District's Board of Directors in accordance with District Ordinance 13, and not to exceed hookup or meter fees generally applicable to other customers with similarly sized meters.

**Section 4. Plans and Specifications.** The Tribe, at its sole cost and expense, and in consultation with District and the District engineer, will design and prepare detailed plans, specifications and drawings for the construction of the improvements necessary to extend and provide water service to the Project, and will submit them to the District for approval. The plans, specifications, and drawings must comply with all District ordinances, resolutions, rules, regulations, policies, standards and specifications, as well as all

other applicable federal, state and local standards and requirements, whichever are most stringent. The plans, specifications, and drawings, when approved in writing by District and its engineer, will become a part of this Agreement. The improvements necessary to extend and provide water service to the Project, as such improvements are described on the approved plans, specifications and drawings, will be referred to as the "Work." The Tribe may modify the plans, specifications and drawings for the Work prior to or during the course of construction, provided that any modification is approved in advance and in writing by District.

## **Section 5. Construction of Work.**

**5.1. Construction by the Tribe.** The Tribe, at its sole cost and expense, shall furnish, construct and install the Work, and, where necessary, pay the cost of acquiring land or rights-of-way necessary for the construction and installation of the Work. The construction and materials must be in accordance with the provisions of this Agreement; the approved plans, specifications and drawings; District Code, ordinances, resolutions, rules, regulations, policies, standards and specifications; other applicable federal, state and local statutes, regulations, ordinances, codes and other requirements; and standard construction practices.

**5.2. Materials.** Prior to commencing construction of any portion of the Work, the Tribe or its contractor must submit to District a written list of materials, in a form acceptable to District, showing the particular manufacturer and specifications of all materials proposed to be installed by the Tribe. The District will either disapprove with reasons or approve the list of materials. Only materials approved in advance by District may be installed on the Work.

**5.3 Licensed Contractor.** The contractor constructing and installing the Work (the "Contractor") must be licensed pursuant to the California Business and Professions Code to do the Work. No construction can be performed on the Work except by a licensed Contractor approved by District. District may request evidence of qualifications that the Contractor has satisfactorily constructed other projects of like kind and magnitude and comparable difficulty. To the extent required by law, the Tribe and its Contractor, and any contract entered into by the Tribe and its Contractor, must comply with California Labor Code provisions concerning payment of prevailing wage rates, penalties, employment of apprentices, hours of work and overtime, keeping and retention of payroll records, and other requirements applicable to public works projects within the meaning of the Labor Code.

**5.4 Performance Bond.** Prior to commencement of construction of any portion of the Work by the Tribe's Contractor, the Tribe or its Contractor must provide District with a faithful performance bond in a sum equal to no less than 100% of the estimated cost of the Work to be constructed in public or private streets or rights-of-way or on public property ("Performance Bond"). The Performance Bond will be for the purpose of ensuring the proper and timely completion of the Work. In the event of the failure of the Tribe to complete the Work covered by the Performance Bond and District completes construction of such Work or any portion of it, the Tribe or the Tribe's Contractor, and the Tribe's or Contractor's surety under the Performance Bond will be jointly and severally liable to District for the costs of completion, including, but not limited to, management and administrative costs, and engineering, legal



and other costs incurred relating to the completion. District will bill the Tribe and the surety for such costs, which bill must be paid within thirty (30) days of its date. Interest will accrue on any late payment at the rate set forth in California Code of Civil Procedure section 685.010(a) (i.e., ten percent (10%) per annum) or the maximum rate allowed by law, whichever is less.

**5.5 Time for Performance.** The Tribe agrees to commence construction of the Work within six (6) months from the date of receipt of all final Regulatory Approvals, and it will complete construction of the Work within four (4) years from the date of commencement. Time is of the essence of this Agreement. Upon a showing of good cause by the Tribe, District may extend these deadlines. Any extension granted by District may be done without notice to any of the Tribe's sureties, and the extension will not relieve any surety's liability. District also may condition the granting of any extension by requiring acceptable new or amended faithful performance guarantee. If construction of the Work has not been completed and accepted by District within these deadlines, and any extensions, then District may terminate this Agreement; *provided that*, termination shall not be effective until the District sends the Tribe written notice of its intent to terminate this Agreement and the Tribe fails to complete the Work within ninety (90) days of its receipt of the written notice. The Tribe must give District at least forty-eight (48) hours advance notice of the commencement of construction and installation of the Work. Any construction performed without notice to and inspection by District will be subject to rejection.

**5.6 Inspections.** District, may, at its option, inspect and test all or part of the construction or material being used in construction of the Work and the Tribe will provide reasonable assistance in performing all inspection and testing. The inspection and testing of the Work will not relieve the Tribe of its obligation to construct the Work in accordance with the approved plans, specifications and drawings. If all or any portion of the Work, or any materials used in connection with the Work, are found to be defective, substandard or nonconforming, then the Tribe must replace, repair or otherwise remedy the Work to the satisfaction of District, notwithstanding that the Work and materials may have been previously overlooked or inspected by District. The Tribe must pay for the reasonable costs of inspection and testing by District and District's engineer.

**5.7 Final Inspection.** Upon completion of construction of the Work (or any portion of the Work), the Tribe agrees to notify District and request a final inspection of the Work. District will inspect and test the Work to determine whether it meets the requirements of this Agreement. District will not accept any Work that does not satisfy District inspection and testing requirements. Pursuant to section 4.6, above, the Tribe must pay the costs of inspections and tests by District and District's engineer. The Tribe also will be responsible for all reasonable costs incurred in the testing of the Work as needed or required by other governmental agencies having jurisdiction.

**5.8 Termination Prior to Construction.** Notwithstanding anything in this Agreement to the contrary, the Tribe may terminate this Agreement at any time prior to commencement of construction of any portion of the Work by giving written notice to District. After commencement of Work, the Tribe may terminate this Agreement only with the written consent of District, which consent may be given subject

to reasonable conditions as necessary or appropriate to protect the public health, safety, aesthetics or welfare.

**Section 6. Permits, Licenses, and Easements.** The Tribe must obtain, maintain and comply with all applicable federal, state, county and other permits, licenses, approvals, and entitlements, including encroachment permits, that are necessary or appropriate for the Work. The Tribe must give all notices required by and comply with all applicable federal, state, county and other laws, statutes, regulations, codes, ordinances, rules, regulations and policies relating to the construction of the Work. The Tribe agrees to obtain all real property and permanent and temporary easements of a width as determined by District to be necessary for the Work and for ingress and egress to and from the facilities for the purpose of construction, installation, operation, maintenance, repair, removal, replacement and improvement of the Work. All completed Work-related grant deeds, easements and bills of sale must be in a form approved by District.

**Section 7. Transfer of Property and Easements.** For purposes of this Agreement, the "District Owned Improvements" means all the Work excluding the "private water line" beyond (downstream from) the water meter, meter stop and meter box. After District has finally inspected and approved the Work and as a condition precedent to District's acceptance of the Work, the Tribe must deliver conveyance documents (e.g., deeds, easements, bills of sale) satisfactory in form and content as necessary and appropriate to transfer absolute and unencumbered ownership of the completed District-Owned Improvements to District. Title to the District-Owned Improvements and the interests in real property transferred must be good, clear and marketable title and free and clear of all encumbrances, liens or charges, except that to the extent the Work extends into the Tribe's Lands, the Tribe shall consent to the grant of a right of way to the District pursuant to 25 C.F.R. Part 169, to extend for the term of the Will Serve Agreement attached as Exhibit B, and any extensions thereto, for the purpose of maintaining and operating the District-Owned Improvements. The Tribe will obtain and pay any costs of title insurance deemed necessary by District. With or without separate conveyance documents, all right, title and interest of the Tribe in and to the completed District-Owned Improvements shall transfer to District upon District's written notice of acceptance of Work.

**Section 8. Maintenance**

8.1. Prior to District's acceptance of the Work, the Tribe or its Contractor must provide District with a maintenance bond in a sum equal to 50% of the cost of the District-Owned Improvements to be transferred to District by the Tribe ("Maintenance Bond"). The Maintenance Bond is for the purpose of warranting all materials and workmanship furnished pursuant to this Agreement for one year from the date of District's notice of acceptance of the Work.

8.2. The Tribe or its Contractor and/or its surety under the Maintenance Bond must repair or replace to the satisfaction of District all or any portion of the Work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other Work or facilities which may be damaged or displaced in so doing.



8.3. In the event of failure to comply with the above-stated conditions within a reasonable time, District is authorized to have the defect repaired and made good. The Tribe or its Contractor, and the Tribe's or Contractor's surety under the Maintenance Bond will be jointly and severally liable to District for the costs of repair, including, but not limited to, management and administrative costs, and engineering, legal and other costs incurred relating to the repair. District will bill the Tribe and the surety for the costs, which bill must be paid within thirty (30) days of its date. Interest will accrue on any late payment at the rate set forth in California Code of Civil Procedure section 685.010(a) (i.e., ten percent (10%) per annum) or the maximum rate allowed by law, whichever is less.

**Section 9. Tribe Assistance.** The Tribe, both before and after District's acceptance of the Work, will cooperate with District and secure and provide any information, documents or data reasonably requested by District to accept the ownership, operation and maintenance of the Work and implement the transfer of the Work.

**Section 10. Ownership and Operation and Maintenance Responsibilities.** After acceptance of the Work by the District Board of Directors, the District-Owned Improvements shall become the property of District on the date that the Work is accepted by District Board. Upon such date, the Tribe will be deemed to have conveyed and transferred all of its right, title and interest in and to the completed District-Owned Improvements to District. District thereafter will own and be free in every respect to operate, maintain, repair, replace, manage, expand, and improve the District-Owned Improvements, as it deems appropriate. District assumes no obligation as to operation and maintenance of the District-Owned Improvements until such time as it accepts the Work. After District's acceptance of the Work, the Tribe or the successor landowner will continue to own and be responsible for the operation, maintenance, repair and replacement of the portion of the Work not conveyed to District (i.e., the private water line).

**Section 11. Risk of Loss.** Until the date of District's acceptance of the Work, all risk of loss or injury, damage or destruction to the Work shall be upon the Tribe. After the date of the District's acceptance of the Work, and except as provided by the Maintenance Bond and any applicable insurance or indemnification obligation, all risk of loss or injury or destruction to the District-Owned Improvements shall be upon District.

**Section 12. Water Service.** After District gives its notice of acceptance of the Work, it will provide water service to the Project in accordance with the terms and conditions of the Will Serve Agreement, in the form attached hereto as **Exhibit B**. All District utility service will be provided in accordance with District ordinances, resolutions, regulations, rules, policies, and rates and charges, as the same may be amended from time to time. The Tribe shall not, nor shall it allow any person to, use or commence operation of any part of the Work prior to the notice of acceptance of the Work by District, except for construction and testing purposes, without the express written consent of District. District's water service obligation under this Agreement will not exceed the scope of the Project depicted on **Exhibit A** of this Agreement, or exceed the terms and conditions of the Will Serve Agreement attached as **Exhibit B**.

**Section 13. Indemnification and Hold Harmless.**

**13.1 In General.** The Tribe agrees to indemnify, protect, defend and hold harmless District and its officers, employees, engineers, and agents, from any and all claims, demands or charges and from any loss or liability, including all costs, expenses, attorney's fees, litigation costs, penalties, and other fees arising out of or in any way connected with the construction of the Work or the performance or failure to perform under this Agreement by the Tribe, its unelected executive officials, agents, employees, vendors, suppliers, consultants, sub-consultants, sub-subcontractors, anyone employed by any of them or for whose acts they may be liable, or any or all of them ("Claims"), except for Claims arising from the active negligence or willful misconduct of the District and its officers, employees, engineers, or agents or Claims in which the underlying cause, damage, or injuries arise out of or are in any way connected with the District's operation, maintenance, repair, replacement, management, expansion, or modification of the District-Owned Improvements after acceptance of the Work. The parties agree and acknowledge that the Tribe's duties under this section extend to claims, lawsuits and liability of or against District resulting from the alleged failure of the Contractor to comply with any provision of California Labor Code division 2, part 7, chapter 1 (sections 1720-1861) in connection with the construction of the Work by the Tribe's Contractor.

**13.2 Regulatory Approval Claims.** In the event any claim, action, or proceeding is instituted against the District, and/or its officers, agents and employees, by any third party on account of the processing or approval of the Agreement or the extension of water service to the Project (including but not limited to any alleged defect in any environmental review and mitigation) ("Regulatory Claims"), the Tribe shall defend, indemnify and hold harmless the District, and/or its officers, agents and employees, except for liability arising from the active negligence or willful misconduct of the District and its officers, employees, or agents. This obligation is limited to the payment of all costs of defense, any amounts awarded by the Court by way of damages or otherwise, including any attorney fees and court costs. District may elect to participate in such litigation at its sole discretion and at its sole expense. As an alternative to defending any such action, the Tribe may terminate this Agreement by written notice to the District.

**13.3 Survival.** The Tribe's obligations to indemnify and defend shall survive the expiration or earlier termination of this Service Agreement until such time as any Claim or Regulatory Claim against the Indemnified Parties, or any of them, for such matter indemnified hereunder is fully and finally adjudicated to be barred by the applicable statute(s) of limitations.

**Section 14. Insurance.**

14.1. The Tribe or its Contractor at their sole cost and expense must procure and maintain for the duration of this Agreement the following types and limits of insurance:



Type	Limits No Less Than:
Commercial general liability	\$5,000,000/occurrence
Automobile liability	\$5,000,000/accident for bodily injury and property damage
Worker's compensation	Statutory limits
Professional liability	\$2,000,000 per occurrence or claim; \$2,000,000 policy aggregate

14.2. The general and automobile liability policy(ies) must be endorsed (consistent with Cal. Insurance Code section 11580.04) to name District, its officers, employees and agents as additional insureds regarding liability arising out of the Work. The Tribe's or Contractor's coverage will be primary and will apply separately to each insurer subject to a claim or lawsuit, except with respect to the limits of the insurer's liability. District's insurance, if any, will be excess and shall not contribute with the Tribe's or Contractor's insurance.

14.3 Insurance must be placed with insurers with a current A.M. Best's rating of A-:VII or better, unless otherwise acceptable to District.

14.4 The Tribe or its Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein and the Tribe or its Contractor will ensure that District is an additional insured on insurance required from subcontractors.

14.5 Prior to commencing the Work, the Tribe must provide to District the following proof of insurance: (a) certificate(s) of insurance on ACORD Form 25-S (or insurer's equivalent) evidencing the required insurance coverages; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf the insurer(s), certifying the additional insured coverages.

#### **Section 15. Limited Waiver of Sovereign Immunity.**

15.1 By executing this Agreement, the Tribe does not waive, limit, or modify the Tribe's sovereign immunity from unconsented suit, mediation, arbitration, or judicial litigation, except as expressly provided in this Agreement. For purposes of actions based on disputes between the District and the Tribe that arise under or are related to this Agreement or the Work and the enforcement of any judgment or award resulting therefrom obtained in accordance with the terms and conditions set forth herein, the Tribe expressly and irrevocably grants this limited waiver of its right to assert sovereign immunity from suit and consents to be sued in the Superior Court of the State of California in and for the County of Humboldt (referred to herein as the "Applicable Court"). All actions brought pursuant to this limited waiver shall be brought in the Applicable Court, and no other court. No action shall be brought in court pursuant to this limited waiver prior to the observance and implementation of the Dispute Resolution provisions of

Section 16 of this Agreement, which are conditions precedent to the commencement of any such action. Notwithstanding anything stated herein to the contrary, this limited waiver of sovereign immunity is limited solely to disputes arising under this Agreement and does not apply to any other matter, party, or dispute; and is further limited solely to claims for injunctive relief to enforce the terms of this Agreement, specific performance of this Agreement, declaratory relief to construe the terms of this Agreement, and actual damages for breach of the terms of this Agreement, and for civil actions to enforce any judgment or award based on any such claims adjudicated by the Applicable Court.

15.2 The waivers and consents to jurisdiction expressly provided for under this section shall extend to all civil actions authorized by this Section 15, including, but not limited to, actions to compel any proceeding herein, any action to enforce or execute on any judgment rendered in any such proceedings, and any appellate proceeding emanating from any such proceedings. The Tribe does hereby unconditionally waive any claim or defense of exhaustion of tribal administrative or judicial remedies for civil actions authorized by this Section 15.

15.3 Prior to the effective date of this Agreement, the Tribe shall adopt a resolution, in accordance with tribal law, that expressly waives its sovereign immunity as stated in this Section 15, and authorizes the Tribal Chairman, or other tribal member or entity authorized by tribal law to waive sovereign immunity as set forth in this Section 15, which waiver shall be irrevocable and binding on the Tribe for the term of this Agreement and thereafter for the period of the applicable statute of limitations for any actions described in Sections 15.1 and 15.2, notwithstanding the expiration or sooner termination of this Agreement.

**Section 16. Dispute Resolution.** The Parties shall make their best efforts to resolve disputes that arise under this Agreement by good faith negotiations whenever possible. Therefore, except for the right of either party to seek injunctive relief against the other when circumstances are deemed to require immediate relief, the Tribe and the District shall first meet and confer in good faith for the purpose of resolving disputes and to foster a spirit of cooperation and efficiency in the administration and monitoring of the performance of and compliance with the terms, provisions, and conditions of this Agreement, as follows:

- (a) Either party shall give the other, as soon as possible after the event giving rise to the concern, a written notice setting forth the facts giving rise to the dispute and with specificity, the issues to be resolved.
- (b) The other party shall respond in writing to the facts and issues set forth in the notice within fifteen (15) calendar days of receipt of the notice, unless both parties agree in writing to an extension of time.



- c) The parties' respective executive officers shall meet and confer in good faith by telephone or in person in an attempt to resolve the dispute through negotiation within thirty (30) calendar days after receipt of the notice set forth in subdivision (a), unless both parties agree in writing to an extension of time.
- d) Disputes that are not otherwise resolved, may be resolved in the Superior Court of California in and for the County of Humboldt in accordance with the terms and conditions set forth in Section 15 of this Agreement.
- e) By entering into this Agreement, the Tribe acknowledges and agrees that the Government Claims Act (the "Act"), including California Government Code Section 814, applies to the District. No action, claim or proceeding may be brought against any member of the Board of Directors or District public official, elected official, appointed official or employee, employee or agent to enforce this Agreement.

**Section 17. Notices.**

All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the principal offices of the District and Tribe. Notice shall be effective on the date delivered in person, or on the date when the postal authorities indicated that the mailing was delivered to the address of the receiving party indicated below:

Notice to the District:	Humboldt Bay Municipal Water District Attn: District General Manager 828 7th St, Eureka, CA 95501
With courtesy copy to:	friedenbach@hbmwd.com
Notice to the Tribe:	Cher-Ae Heights Indian Community Of The Trinidad Rancheria Attn: Chief Executive Officer 1 Cher-Ae Lane, Trinidad, CA 95570
With courtesy copy to:	jhostler@trinidadrancheria.com

Such written notices, demands, correspondence and communications may be sent in the same manner to such other persons and addresses as either the District and/or Tribe may from time to time designate by mail as provided in this section. The District and/or Tribe may change its address by giving notice in writing to other party and thereafter notices shall be delivered or sent to such new address.

**Section 18. No Third-Party Beneficiaries.** Nothing in this Agreement, whether express or implied, shall be construed to give any person, other than the parties hereto, any legal or equitable right, remedy, claim or benefit under or in respect of this Agreement, or any provision contained within such Agreement or any right to purport to enforce any provision hereof or to claim any right hereunder.

**Section 19. Amendments.** This Agreement may be amended only by mutual written agreement of the parties hereto which writing must be duly executed by the lawfully authorized officers or officials of each party.

**Section 20. Assignment.** Neither the Tribe or District shall assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the other party hereto and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

**Section 21. Section Headings.** The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

**Section 22. Incorporation by Reference.** Any and all exhibits to this Agreement are incorporated herein by reference.

**Section 23. Remedies Not Exclusive.** Subject to the terms and conditions of Section 15 of this Agreement, no remedy herein conferred upon or reserved to either party hereto is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

**Section 24. Time is of the Essence.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

**Section 25. Waiver of Default.** No delay or omission to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of either party hereto.

**Section 26. Entire Agreement and Amendment.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the District and Tribe and there have been no promises, representations, agreements, warranties or undertakings by any of the parties hereto, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the District and Tribe to this Agreement and by no other means. Each party hereto waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppels.

**Section 27. Successors and Assigns.**

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.



**Section 28. Compliance with Law.**

Both parties hereto shall, at their sole cost and expense, comply with all applicable tribal, county, state and federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement.

**Section 29. California Law.**

Federal law and the laws of the State of California shall govern this Agreement. Any litigation regarding this Agreement or its contents shall be filed in the Superior Court of the State of California County of Humboldt. Except to the extent provided in the Limited Waiver of Sovereign Immunity in Article VI of this Agreement, nothing herein shall extend the jurisdiction of the State of California, the District, or any other local government over the Tribe or lands held by the United States in trust for the Tribe.

**Section 30. Execution in Counterparts.**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

**CHER-AE HEIGHTS INDIAN COMMUNITY OF THE TRINIDAD RANCHERIA**

\_\_\_\_\_  
\_\_\_\_\_, Tribal Chairperson

\_\_\_\_\_  
Date

**HUMBOLDT BAY MUNICIPAL WATER DISTRICT**

\_\_\_\_\_  
Sherri Woo, President of the Board of Directors

\_\_\_\_\_  
Date

**EXHIBIT LIST:**

Exhibit A – Depiction of the Tribe’s Land and Project

Exhibit B – Will Serve Agreement

Exhibit A

FOLLOWS THIS PAGE

DRAFT





Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN

and the GIS User Community



**Exhibit B****WILL SERVE AGREEMENT**

**THIS WILL SERVE AGREEMENT** (“Service Agreement”) is entered into as [TO BE INSERTED ON THE EFFECTIVE DATE], by and between the **HUMBOLDT BAY MUNICIPAL WATER DISTRICT** (“District”), a California public entity, and the **CHER-AE HEIGHTS INDIAN COMMUNITY OF THE TRINIDAD RANCHERIA** (“Tribe”), a federally recognized Indian Tribe. The District and Tribe may be referred to individually as a “Party” or collectively as the “Parties”.

**RECITALS**

1. WHEREAS, the District is a duly formed and existing Municipal Water District, formed pursuant to Division 20 of the California Water Code and providing municipal water services to parcels within its sphere of influence and District boundaries.
2. WHEREAS, the Tribe is a federally recognized Indian tribe eligible for the special programs and services provided by the United States to Indians and possessing inherent powers of self-government.
3. WHEREAS, reference is made hereto to that written Mainline Extension Agreement to which this Service Agreement is attached as Exhibit B (“Mainline Extension Agreement”). The Recitals set forth in the Mainline Extension Agreement are hereby incorporated herein by this reference. All capitalized terms not otherwise defined in this Service Agreement shall be defined as stated in the Mainline Extension Agreement.
4. WHEREAS, subject to the terms and conditions of this Service Agreement, the District agrees to provide water service to the Project.

**AGREEMENT**

NOW, THEREFORE, in consideration of the hereinafter mutual promises and covenants, and for other good and valuable consideration as set forth herein, the receipt and sufficiency of which are expressly acknowledged, the District and the Tribe agree as follows.

**Article I. Effective Date and Condition Precedent**

**Section 1.1 Effective Date.** This Service Agreement shall be become effective following acceptance of the Work by the District as stated in the Mainline Extension Agreement. Each party warrants and represents to the other that the person executing this Service Agreement has the full authority and capacity to execute this Service Agreement and bind the respective party to the terms hereof.

**Section 1.2 Condition Precedent.** The District shall have no obligation under this Service Agreement unless and until the District has accepted the Work in the manner required by the Mainline Extension Agreement.

**Article II. Water Service****Section 2.1 Water Service**

- (a) Subject to all applicable ordinances of the District and state and federal law, the District agrees to provide water service to the Project by way of a single master meter with a single [TO BE INSERTED UPON APPROVAL OF THE PLANS AND SPECIFICATIONS]-inch (\_\_\_") connection ("Master Meter") located in the location set forth in the approved plans and specifications, as described in Section 4 of the Mainline Extension Agreement. Except as expressly set forth in this Service Agreement, the Tribe shall not perform any work, alterations, or improvements to the Master Meter without the expressed prior written approval of the District's General Manager.
- (b) Subject to the expressed conditions stated in **Exhibit 1**, the District shall supply water to Master Meter in accordance with the flow and capacity specifications set forth in **Exhibit 1**, hereto and incorporated herein. The District shall have no obligation under this Service Agreement to increase the capacity or flow in excess of the limits set forth in **Exhibit 1** regardless of future development on the Tribe's Land. By mutual written agreement, the District and the Tribe may alter the flow and capacity specifications set forth in **Exhibit 1**. The Tribe warrants and represents to the District that the flow and capacity specifications set forth in **Exhibit 1**, hereto, are satisfactory for its intended and contemplated development plans.
- (c) At its sole cost and expense, the Tribe will design, construct, own, maintain, and be solely responsible for the construction, operation, and maintenance of all water conveyance infrastructure which are downstream of the Master Meter, including, but not limited to, any and all pipes, connections, meters, fire hydrants or other fire suppression equipment, or other infrastructure to deliver water from the Master Meter to the individual connections within the Project. The District's sole obligation is to supply a flow of water to the Master Meter in accordance with and subject to the conditions stated in **Exhibit 1**, and the District shall have no responsibility whatsoever to construct, operate, repair, inspect, or maintain water conveyance infrastructure downstream of the Master Meter.
- (d) Notwithstanding anything to the contrary in this Service Agreement, the Tribe shall, at its sole cost and expense, install, inspect, maintain, test, and report on the back flow prevention system as set forth in **Exhibit 1**, hereto. The Parties understand and agree that the Tribe's strict performance with all requirements set forth in **Exhibit 1** is a material term of this Service Agreement and is necessary for the safe, lawful, and efficient operation of the District's ability to deliver water to the Project and to other parcels within the District's boundaries. The District may discontinue the flow of water to the Master Meter, with or without prior notice to the Tribe, if the Tribe fails to comply with the back flow prevention regulations set forth in **Exhibit 1**, hereto.
- (e) The District assumes no responsibility, and the Tribe expressly releases the District from, loss or damage due to lack of water pressure, either high or low, and merely agrees to furnish such quantities and pressures as are available in its general distribution system. Water availability is subject to shut downs or variations required by the operations or the systems.



**Section 2.2 Payment of User Fees.** The Tribe shall pay user fees, which fees shall be passed and approved in accordance with California law, including Proposition 218, and shall not exceed the user fees applicable to similarly situated users, - for water provided to the Master Meter in accordance with applicable District Resolution and Ordinances, as adopted from time-to-time by the District's Board of Directors.

### Article III. Term

**Section 3.1. Term.** This Service Agreement shall commence on the Effective Date and thereafter continue in full force and effect for a period of fifty (50) years, unless terminated in accordance with the terms of this Service Agreement ("Initial Term"). Following the Initial Term, this Service Agreement shall perpetually be automatically renewed for successive six (6) year terms thereafter (each a "Renewal Term") until and unless either Party provides the other Party with three hundred and sixty-five (365) days prior written notice to the end of the Initial Term or the Renewal Term. The Initial Term and the Renewal Term are referred to collectively herein as the Term.

### Article IV. Obligations Of District; Indemnity

**Section 4.1. Exclusive Responsibility to Deliver Water Downstream of Master Meter.**

(a) The Parties acknowledge, understand and agree that the District's responsibility under this Service Agreement is to deliver water to the Master Meter in accordance with the technical specifications set forth in *Exhibit 1*, hereto, and applicable local, state, and federal law. Because of the sovereign and unique characteristics of the Tribe's Land, which are held in trust by the United States and generally not subject to local control, the Tribe specifically and exclusively undertakes the responsibility and cost to deliver water downstream of the Master Meter to any and all individual connections within the Project.

(b) The Tribe shall have the sole and exclusive responsibility to supply, regulate, invoice, and collect any and all charges for water service to users downstream of the Master Meter within the Project. The Tribe's obligation to pay the District for water supplied to the Master Meter is not contingent upon or in any way affected by the Tribe's ability to collect user charges within the Project area.

(c) Nothing in this Service Agreement shall entitle or permit the Tribe to use water from the Master Meter to service any connection not located on the Project or not located on the Tribe's Land.

**Section 4.2. No Contractual Relationship with Residents.**

The Parties acknowledge, understand and agree that this Service Agreement does not create, and shall not be construed to create, any contractual or other relationship between the District any person, user,

or resident in the Project. No person residing within the Project shall be a third-party beneficiary of this Service Agreement.

**Section 4.3. Indemnity.**

(a) Definitions. For purposes of this Section 4.3, "Indemnified Parties" shall mean: the District, and all of its officials, directors, representatives, employees, consultants, agents, successors, and assigns. For purposes of this Section 4.3, "Claim" and "Claims" shall include claims, demands, obligations, damages, actions, causes of action, suits, demands for arbitration, losses, judgments, fines, penalties, liabilities, costs, and expenses (including, without limitation, fees, costs, and other disbursements to attorneys, experts, consultants, or other professionals) of every kind or nature whatsoever that may arise from or in any manner related (directly or indirectly) to the supply of water and water service provided by the Tribe downstream of the Master Meter to any individual connection within the Project, including, but not limited to, any negligent and/or willful acts, errors, and/or omissions of the Tribe, its principals, officers, agents, employees, vendors, suppliers, consultants, sub-consultants, sub-subcontractors, anyone employed by any of them or for whose acts they may be liable, or any or all of them, regardless of any passive negligence or strict liability of an Indemnified Party.

(b) Extent of Indemnification. To the fullest extent permitted by law, Tribe shall indemnify and hold harmless the Indemnified Parties, and each of them, from and against any and all Claims. *Provided that*, notwithstanding the foregoing, the Tribe shall not be obligated under this Service Agreement to indemnify, including the cost to defend, the Indemnified Parties for Claims arising out of, pertaining to, or relating to the active negligence or willful misconduct of the Indemnified Parties.

(c) Duty to Defend. Tribe shall, at its sole cost and expense and with legal counsel approved by the District (which approval shall not be unreasonably withheld), defend the Indemnified Parties, and each of them, from any Claims for which Tribe is bound to indemnify the Indemnified Parties pursuant to Section 4.3. Notwithstanding the foregoing, the Tribe shall not be obligated to pay costs and expenses for legal counsel in excess of the prevailing rates for such costs and expenses in the County of Humboldt. The duty to defend is wholly independent of and separate from the duty to indemnify, and such duty to defend exists regardless of any ultimate liability of the Tribe. Such defense obligation shall arise immediately upon presentation of a Claim and written notice of such Claim being provided to the Tribe.

(d) Survival of Obligation. The Tribe's obligations to indemnify and defend shall survive the expiration or earlier termination of this Service Agreement until such time as any Claim against the Indemnified Parties, or any of them, for such matter indemnified hereunder is fully and finally adjudicated to be barred by the applicable statute(s) of limitations.

**Article V. Limited Waiver Of Sovereign Immunity  
And Government Claims Act Applicability To District; Dispute Resolution**

**Section 5.1 Limited Waiver of Sovereign Immunity.**



(a) By executing this Service Agreement, the Tribe does not waive, limit, or modify the Tribe's sovereign immunity from unconsented suit, mediation, arbitration, or judicial litigation, except as expressly provided in this Service Agreement. For purposes of actions based on disputes between the District and the Tribe that arise under or are related to this Service Agreement and the enforcement of any judgment or award resulting therefrom obtained in accordance with the terms and conditions set forth herein, the Tribe expressly and irrevocably grants this limited waiver of its right to assert sovereign immunity from suit and consents to be sued in the Superior Court of the State of California in and for the County of Humboldt (referred to herein as the "Applicable Court"). All actions brought pursuant to this limited waiver shall be brought in the Applicable Court, and no other court. No action shall be brought in court pursuant to this limited waiver prior to the observance and implementation of the Dispute Resolution provisions of Section 5.3 of this Service Agreement, which are conditions precedent to the commencement of any such action. Notwithstanding anything stated herein to the contrary, this limited waiver of sovereign immunity is limited solely to disputes arising under this Service Agreement and does not apply to any other matter, party, or dispute; and is further limited solely to claims for injunctive relief to enforce the terms of this Service Agreement, specific performance of this Service Agreement, declaratory relief to construe the terms of this Service Agreement, and actual damages for breach of the terms of this Service Agreement, and for civil actions to enforce any judgment or award based on such claims adjudicated by the Applicable Court.

(b) The waivers and consents to jurisdiction expressly provided for under this section shall extend to all civil actions authorized by this Section 5.1, including, but not limited to, actions to compel any proceeding herein, any action to enforce or execute on any judgment rendered in any such proceedings, and any appellate proceeding emanating from any such proceedings. The Tribe does hereby unconditionally waive any claim or defense of exhaustion of tribal administrative or judicial remedies for civil actions authorized by this Section 5.1.

(c) Prior to the effective date of this Service Agreement, the Tribe shall adopt a resolution, in accordance with tribal law, that expressly waives its sovereign immunity as stated in this Section 5.1, and authorizes the Tribal Chairman, or other tribal member or entity authorized by tribal law to waive sovereign immunity as set forth in this Section 5.1, which waiver shall be irrevocable and binding on the Tribe for the term of this Service Agreement and thereafter for the period of the applicable statute of limitations for any actions described in Sections 5.1(a) and (b), notwithstanding the expiration or sooner termination of this Service Agreement.

#### **Section 5.2 No Third Party Beneficiaries.**

(a) In addition to Section 4.2 of this Service Agreement, no provision of this Service Agreement or any waiver of sovereign immunity contained herein shall provide or create any third-party beneficiary rights or any other rights of any kind in any Person other than the District and the Tribe, and, all provisions of the Service Agreement will be personal and solely between the District and the Tribe. Nothing in this Service Agreement, whether express or implied, shall be construed to give any Person, other than the Parties hereto, any legal or equitable right, remedy, claim or benefit under or in respect of

this Service Agreement, or any provision contained within such Service Agreement or any right to purport to enforce any provision hereof or to claim any right hereunder.

(b) Solely for the purpose of this section, "Person" shall include any individual person and any governmental entity or legal entity, including, without limitation, corporations, limited liability companies, partnerships or associations or any other entity of any kind or type.

**Section 5.3 Dispute Resolution.** The Parties shall make their best efforts to resolve disputes that arise under this Service Agreement by good faith negotiations whenever possible. Therefore, except for the right of either party to seek injunctive relief against the other when circumstances are deemed to require immediate relief, the Tribe and the District shall first meet and confer in good faith for the purpose of resolving disputes and to foster a spirit of cooperation and efficiency in the administration and monitoring of the performance of and compliance with the terms, provisions, and conditions of this Service Agreement, as follows:

- (a) Either party shall give the other, as soon as possible after the event giving rise to the concern, a written notice setting forth the facts giving rise to the dispute and with specificity, the issues to be resolved.
- (b) The other party shall respond in writing to the facts and issues set forth in the notice within fifteen (15) calendar days of receipt of the notice, unless both parties agree in writing to an extension of time.
- (c) The parties' respective executive officers shall meet and confer in good faith by telephone or in person in an attempt to resolve the dispute through negotiation within thirty (30) calendar days after receipt of the notice set forth in subdivision (a), unless both parties agree in writing to an extension of time.
- (d) Disputes that are not otherwise resolved, may be resolved in the Superior Court of California in and for the County of Humboldt in accordance with the terms and conditions set forth in this Article 5 of this Service Agreement.

**Section 5.4 Government Claims Act.** By entering into this Service Agreement, the Tribe acknowledges and agrees that the Government Claims Act (the "Act"), including California Government Code Section 814, applies to the District. No action, claim or proceeding may be brought against any member of the Board of Directors or District public official, elected official, appointed official or employee, employee or agent to enforce this Service Agreement.

#### Article VI. Miscellaneous

**Section 6.1 Notices.** All notices required or provided for under this Service Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the principal offices of the District and Tribe. Notice shall be effective on the date delivered in person, or on



the date when the postal authorities indicated that the mailing was delivered to the address of the receiving party indicated below:

Notice to the District: Humboldt Bay Municipal Water District  
Attn: District General Manager  
828 7th St, Eureka, CA 95501

With courtesy copy to: friedenbach@hbmwd.com

Notice to the Tribe: Cher-Ae Heights Indian Community Of The Trinidad  
Rancheria  
Attn: Chief Executive Officer  
1 Cher-Ae Lane, Trinidad, CA 95570

With courtesy copy to: jhostler@trinidadrancheria.com

Such written notices, demands, correspondence and communications may be sent in the same manner to such other persons and addresses as either the District and/or Tribe may from time to time designate by mail as provided in this section. The District and/or Tribe may change its address by giving notice in writing to other party and thereafter notices shall be delivered or sent to such new address.

**Section 6.2 [Intentionally Omitted]**

**Section 6.3 Amendments.** This Service Agreement may be amended only by mutual written agreement of the parties hereto which writing must be duly executed by the lawfully authorized officers or officials of each party.

**Section 6.4 Assignment.** Neither the Tribe or District shall assign any of its rights nor transfer any of its obligations under this Service Agreement without the prior written consent of the other party hereto and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

**Section 6.5 Section Headings.** The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

**Section 6.6 Incorporation by Reference.** Any and all exhibits to this Service Agreement are incorporated herein by reference.

**Section 6.7 Remedies Not Exclusive.** Subject to the terms and conditions of Section 5.1 of this Service Agreement, no remedy herein conferred upon or reserved to either party hereto is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.



**Section 6.8 Time is of the Essence.** Time is of the essence in this Service Agreement and each covenant and term is a condition herein.

**Section 6.9 Waiver of Default.** No delay or omission to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Service Agreement shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of either party hereto.

**Section 6.6 Entire Agreement and Amendment.** In conjunction with the matters considered herein, this Service Agreement contains the entire understanding and agreement of the District and Tribe and there have been no promises, representations, agreements, warranties or undertakings by any of the parties hereto, either oral or written, of any character or nature hereafter binding except as set forth herein. This Service Agreement may be altered, amended or modified only by an instrument in writing, executed by the District and Tribe to this Service Agreement and by no other means. Each party hereto waives their future right to claim, contest or assert that this Service Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppels.

**Section 6.7 Successors and Assigns.** All representations, covenants and warranties set forth in this Service Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**Section 6.8 Compliance with Law.** Both parties hereto shall, at their sole cost and expense, comply with all applicable tribal, county, state and federal ordinances and statutes now in force or which may hereafter be in force with regard to this Service Agreement.

**Section 6.9 California Law.** Federal law and the laws of the State of California shall govern this Service Agreement. Any litigation regarding this Service Agreement or its contents shall be filed in the Superior Court of the State of California County of Humboldt. Except to the extent provided in the Limited Waiver of Sovereign Immunity in Article V of this Service Agreement, nothing herein shall extend the jurisdiction of the State of California, the District, or any other local government over the Tribe or lands held by the United States in trust for the Tribe.

**Section 6.10 Execution in Counterparts.** This Service Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

**CHER-AE HEIGHTS INDIAN COMMUNITY OF THE TRINIDAD RANCHERIA**

\_\_\_\_\_  
\_\_\_\_\_, Tribal Chairperson

\_\_\_\_\_  
Date

**HUMBOLDT BAY MUNICIPAL WATER DISTRICT**

\_\_\_\_\_  
\_\_\_\_\_, President of the Board of Directors

\_\_\_\_\_  
Date

**EXHIBIT LIST**

Exhibit 1 – Technical Specifications

DRAFT

Exhibit 1

[TO BE INSTERED AFTER APPROVAL OF PLANS AND SPECIFICATIONS FOR MAINLINE WORK]

DRAFT



THE MITCHELL LAW FIRM, LLP

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\* Of Counsel  
\*\*Provisionally licensed

February 3, 2021

Via E-Mail Only

Board of Directors  
McKinleyville Community Services District  
1656 Sutter Road  
McKinleyville CA 95519

Board of Directors  
Humboldt Bay Municipal Water District  
828 Seventh Street  
Eureka, CA 95501

**Re: Disclosure of Conflict of Interest; Request for Mutual Waiver  
McKinleyville CSD – Humboldt Bay Municipal Water District**

Dear President Mayo, President Woo, and Directors:

This letter requests the consent of the McKinleyville Community Services District (“MCSD”) and the Humboldt Bay Municipal Water District (“HBWMD”) to The Mitchell Law Firm, LLP’s (“Law Firm”), exclusive representation of HBWMD in connection with providing legal advice and counsel regarding the contemplated Memorandum of Understanding to study the feasibility of a water mainline extension to serve MCSD and any definitive agreements arising therefrom for the construction, operation, and use of the same, as more particular described below.

///



### Existing Relationships

Both MCSD and HBWMD are existing clients and valued of the Law Firm. Law Firm, principally through attorney Russell Gans, serves as District Counsel for MCSD, providing advice and counsel on a wide variety of subjects. Law Firm, principally through attorney Ryan Plotz, serves as District Counsel for HBWMD, providing advice and counsel on a wide variety of subjects. Mr. Plotz has been providing advice and counsel to HBWMD regarding the proposed water mainline extension to the Trinidad Rancheria, including the existing Memorandum of Understanding between the Rancheria and HBWMD.

### Proposed Water Mainline Extension

The HBWMD Board of Directors has been in preliminary discussion with the Trinidad Rancheria about the feasibility of extending water service to the Rancheria's land by way of a water mainline extension through the 101 corridor. The District entered into a Memorandum of Understanding with the Tribe to study the feasibility. Mr. Plotz provided advice and counsel to HBWMD through this process and will continue to do so.

HBWMD General Manager, John Friedenbach, formally requested whether MCSD would be similarly interested in entering a Memorandum of Understanding with HBWMD to study the feasibility of HBWMD providing wholesale water service to MCSD as part of the overall mainline extension project. The MCSD Board voted to direct staff to engaged with HBWMD staff to prepare a Memorandum of Understanding for the respective Boards' consideration and possible approval.

Based on the results of the feasibility study, it is contemplated that HBWMD and MCSD may desire to further engage with each other for the purpose of negotiating a definitive agreement for the construction of infrastructure and the provision of water to MCSD.

By way of this letter, Law Firm is requesting the mutual consent of the respective Boards to Law Firm's exclusive representation of HBWMD in regards to (i) advice and counsel to HBWMD regarding the contemplated Memorandum of Understanding to study the feasibility of the mainline extension to MCSD, including the negotiation and drafting thereof, and (ii) advice and counsel to HBWMD regarding the results of the feasibility study and any definitive agreement with MCSD that may be desirable, including agreements for the construction of infrastructure and provision of water service to MCSD.

If approved, Law Firm will assist MCSD in selecting alternative counsel for issues concerning the contemplated mainline extension and continue to serve as District Counsel on unrelated matters. If disapproved by either entity, Law Firm will declare a conflict and assist both clients obtain alternative counsel.

#### Potential Conflicts of Interest

Our Law Firm's representation of HBMWD regarding the contemplated mainline extension creates a conflict of interest relating to our representation of MCSD because the interests of HBMWD and MCSD are not identical and may, in certain aspects, conflict with one another. Our exclusive representation of HBMWD in this matter requires that we represent HBMWD's interests vigorously, even if HBMWD's interests do not align with MCSD's interests. Providing your mutual consent to this letter authorizes Law Firm to directly engage with MCSD's alternate counsel and provide advice and counsel to HBMWD regarding all aspects of the contemplated transaction, including the advisability of the same, risk allocation and reduction, cost allocation and other matters.

Providing your mutual consent does not, however, obviate our obligation to maintain client confidences or otherwise permit us to disclose any confidential information obtained from MCSD to HBMWD. At this time, we believe that we can exclusively represent HBMWD as to the contemplated mainline extension and still maintain our duty of loyalty and confidentiality to MCSD in all unrelated matters in which we represent MCSD. We do not believe we have obtained any confidential information from MCSD which is material to our representation of HBMWD. Further, we do not believe we have obtained any confidential information from HBMWD that is material to our representation of MCSD.

Nevertheless, if additional facts come to our attention which lead us to believe that: (i) we could not maintain our duty of loyalty and confidentiality to MCSD or HBMWD, (ii) the issue in dispute is substantially related to the same issue in an unrelated matter in which we represent the MCSD; or (iii) we have obtained confidential information from HBMWD, which is material to our representation of MCSD in unrelated matters, we would require further written consent from HBMWD and MCSD before we could continue to represent HBMWD in matters concerning the contemplated mainline extension.

Rule 1.7 of the California Rules of Professional Conduct provides in pertinent part:

(a) A lawyer shall not, without informed written consent from each client and compliance with paragraph (d), represent a client if the representation is directly adverse to another client in the same or a separate matter.

(b) A lawyer shall not, without informed written consent from each affected client and compliance with paragraph (d), represent a client if there is a significant risk the lawyer's representation of the client will be materially limited by the lawyer's responsibilities to or relationships with another client, a former client or a third person, or by the lawyer's own interests.

(c) Even when a significant risk requiring a lawyer to comply with paragraph (b) is not present, a lawyer shall not represent a client without written disclosure of the relationship to the client and compliance with paragraph (d) where:

(1) the lawyer has, or knows that another lawyer in the lawyer's firm has, a legal, business, financial, professional, or personal relationship with or responsibility to a party or witness in the same matter; or

(2) the lawyer knows or reasonably should know that another party's lawyer is a spouse, parent, child, or sibling of the lawyer, lives with the lawyer, is a client of the lawyer or another lawyer in the lawyer's firm, or has an intimate personal relationship with the lawyer.

(d) Representation is permitted under this rule only if the lawyer complies with paragraphs (a), (b), and (c), and:

(1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;

(2) the representation is not prohibited by law; and

(3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal.



(e) For purposes of this rule, “matter” includes any judicial or other proceeding, application, request for a ruling or other determination, contract, transaction, claim, controversy, investigation, charge, accusation, arrest, or other deliberation, decision, or action that is focused on the interests of specific persons, or a discrete and identifiable class of persons.

In accord with the foregoing, written consent to the exclusive representation of HBMWD in matters concerning the mainline extension and concurrent representation of HBMWD and MCSD in unrelated matters is hereby requested.

#### Consent

As attorneys where we have a relationship with multiple parties a conflict of interest must be disclosed and informed written consent obtained from both parties. Accordingly, we are seeking the informed written consent of the respective Boards of HBMWD and MCSD before exclusively representing HBMWD in matters concerning the mainline extension.

#### Request

If, after considering the foregoing, your respective Board is willing to consent, please sign and return to us the enclosed copy of this letter (i) acknowledging that we have informed you of our existing relationship with MCSD and HBMWD; (ii) acknowledging that the HBMWD and MCSD have been advised of the conflict of interest associated with our exclusively representing HBMWD in matters concerning the mainline extension while continuing to represent MCSD in wholly unrelated matters; and (iii) indicating that you consent to our representation as described in this letter.

If either MCSD or HBMWD is not willing to consent, we will declare a conflict and assist both HBMWD and MCSD in locating alternate counsel for issues related to any direct agreements between your two entities concerning the contemplated mainline extension.

///



February 3, 2021


Page: 6

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If you have any questions regarding this letter, please call us before signing and returning the enclosed copy of this letter.

Very truly yours,

THE MITCHELL LAW FIRM, LLP



Ryan T. Plotz



Russell S. Gans

CC: John Friedenbach  
Pat Kaspari

**CONSENT**

The Mitchell Law Firm, LLP ("Firm") has explained the conflict of interest related to Firm's exclusive representation of HBMWD in connection with the contemplated mainline extension, while concurrently representing MCSD on unrelated matters. On behalf of our respective entity, we acknowledge the disclosure of the Firm's past and continuing representation of both HBMWD and MCSD in unrelated matters, the conflict that will arise if Firm exclusively represents HBMWD in matters concerning the mainline extension, and the consequences of such conflicts. The undersigned, as authorized representation, nevertheless provides informed written consent to the Firm's exclusive representation of HBMWD in connection with the contemplated mainline extension and its continuing representation of HBMWD and MCSD in unrelated matters.

MCKINLEYVILLE COMMUNITY  
SERVICES DISTRICT

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

Name: Dennis Mayo

Title: President of the Board of Directors

Date: 3-4-21 \_\_\_\_\_

HUMBOLDT BAY MUNICIPAL WATER  
DISTRICT

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

Name: Sheri Woo

Title: President of the Board of Directors

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

**CONSENT**

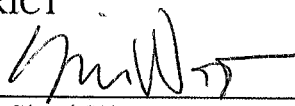
The Mitchell Law Firm, LLP ("Firm") has explained the conflict of interest related to Firm's exclusive representation of HBMWD in connection with the contemplated mainline extension, while concurrently representing MCSD on unrelated matters. On behalf of our respective entity, we acknowledge the disclosure of the Firm's past and continuing representation of both HBMWD and MCSD in unrelated matters, the conflict that will arise if Firm exclusively represents HBMWD in matters concerning the mainline extension, and the consequences of such conflicts. The undersigned, as authorized representation, nevertheless provides informed written consent to the Firm's exclusive representation of HBMWD in connection with the contemplated mainline extension and its continuing representation of HBMWD and MCSD in unrelated matters.

MCKINLEYVILLE COMMUNITY  
SERVICES DISTRICT

By: \_\_\_\_\_  
Name: Dennis Mayo  
Title: President of the Board of Directors

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

HUMBOLDT BAY MUNICIPAL WATER  
DISTRICT

By:  \_\_\_\_\_  
Name: Sheri Woo  
Title: President of the Board of Directors

Date: 2/11/21 \_\_\_\_\_

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that Mr. Runyan would be eligible for a Water Leak Adjustment per District policy would be June of 2023.

As shown on the Detail Payment History (**Attachment 2**) the meter readings in August 2021 (September's 2021 billings) showed another potential leak. Staff attempted to notify Mr. Runyan of this potential water leak in August of 2021 when it was first registered by the meter reading software. Staff reached out via phone calls in August and left messages. When the use continued to be elevated and a leak code triggered during September's meter readings, staff attempted once again to contact Mr. Runyan in October using a door hanger with information regarding the potential leak. As the billing history shows, the leak continued in October and November and was repaired sometime in November, with the December 2021 billing amounts back down to regular amounts. Mr. Runyan came in with his Landlord's Property Manager in December and was told that it would be prudent to have the property owner contribute to the costs associated with this leak, but the Property Manager assured him that the District would adjust the bill.

In his appeal (**Attachment 4**) Mr. Runyan states that due to three months of a large leak, his bill is beyond his ability to pay and is requesting a second Water Leak Adjustment, in an unspecified amount, to bring the bill down to his average monthly billing amount. Mr. Runyan's appeal states that he informed the District of the leak, but as stated above, the District informed him of the apparent leak. Regardless, the leak was on the customer's side of the meter, apparently due to a leaking Pressure Reducing Valve, so it was the property owner's responsibility to locate and fix the leak. In his appeal, Mr. Runyan also states that his bill is \$1,000 due to the leak. As shown in Attachment 2, the total owed on the account does not consist only of the months affected by the high use. There are periods of time where only partial payments on the account were received, and in some months, no payment was received. Staff reviewed the amount of a potential water leak adjustment, had Mr. Runyan not obtained an early adjustment in 2021. The new leak adjustment calculations are included as **Attachment 3** and total \$222.84. As an aside note, Mr. Runyan has not benefited from the State Arrearages payments as he was current on his water bill for the time that the Arrearages Program covered.

Staff cannot recommend the approval of this appeal as it goes against established District policy which allows for one adjustment per 24-month period. Staff further recommends that Mr. Runyan seek relief for the increased water bill amounts from the property owner, who is responsible for the plumbing on the customer's side of the meter.

### **Alternatives:**

Approve the appeal

### **Fiscal Analysis:**

Staff has reviewed the amount of a potential water leak adjustment, had Mr. Runyan not obtained an adjustment in 2021, as seen in the calculations in

**Attachment 3.** This total would be \$222.84. Again, the Water Leak Adjustment Policy allows for one adjustment per 24-months.

**Environmental Requirements:**

Not applicable

**Exhibits/Attachments:**

- Attachment 1 – MCSD Water Leak Adjustment Policy
- Attachment 2 – Detailed Payment History
- Attachment 3 – Water Leak Adjustment Calculations
- Attachment 4 – Original Appeal

**PHYSICAL ADDRESS:**

1656 SUTTER ROAD  
McKINLEYVILLE, CA 95519

**MAILING ADDRESS:**

P.O. BOX 2037  
McKINLEYVILLE, CA 95519

**MAIN OFFICE:**

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

**PARKS & RECREATION OFFICE:**

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

**MCKINLEYVILLE COMMUNITY SERVICES DISTRICT**

**WATER LEAK ADJUSTMENT POLICY**

In order to promote water conservation, The General Manager or designee is authorized to consider a potential adjustment to a customer's water and sewer bill for up to two months out of any 24-month period. The customer must prove that the excess usage occurred as a result of a water leak and that the leak has been repaired. Listed below are the conditions required to be eligible for an adjustment:

1. Customers may apply for a water leak adjustment by completing a Water Leak Adjustment Request Form available at the MCSD office, 1656 Sutter Road, McKinleyville.
2. Customers will provide receipts for parts or a copy of the plumber's bill if available. If no receipts are provided, the District may wait until the next scheduled meter read date to verify that the leak has been repaired.
3. The adjustment may be calculated as up to 50% of the difference between the actual water charge for the month of the leak and the average monthly charge based on a three month average from the prior year or the longest period of the customer's use, if less than 3 months.
4. The maximum amount of any single adjustment by the General Manager shall not exceed \$750.00.
5. The decision of the General Manager shall be final unless the Board Chairman finds there would be good cause for a Board hearing or appeal.

Page 2: Water Leak Adjustment Form

Revised May 2, 2018 by Board action



McKinleyville Community Services District  
1656 Sutter Road  
McKinleyville, Ca 95519  
(707) 839-3251

Water Leak Adjustment Request

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

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Service Address: \_\_\_\_\_

Explanation of leak repair: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**If available, please provide receipts for parts or a copy of the plumber's bill. IF NO RECEIPTS ARE PROVIDED, THE DISTRICT MAY WAIT UNTIL THE NEXT SCHEDULED METER READ DATE TO VERIFY THAT THE LEAK HAS BEEN REPAIRED.**

**IF THIS ADJUSTMENT IS ACCEPTED, YOU WOULD NOT BE ELIGIBLE FOR ANOTHER ADJUSTMENT FOR 2 YEARS.**

Signature: \_\_\_\_\_

---

**FOR OFFICE USE ONLY**

Customer # \_\_\_\_\_

Rte/Svc \_\_\_\_\_

Customer Notified \_\_\_\_\_

Water Credit \$ \_\_\_\_\_

Listed In File \_\_\_\_\_

Sewer Credit \$ \_\_\_\_\_

Line 11 Noted \_\_\_\_\_

Total Credit \$ \_\_\_\_\_

Adjustment Done \_\_\_\_\_

Supervisor Approval \_\_\_\_\_

District Manager Approval \_\_\_\_\_

REPORT.: Feb 15 2022  
 RUN....: Feb 15 22 Time: 16:30  
 Run By.: April Sousa

McKinleyville C.S.D.  
 Detail Inquiry  
 RUN0002

**Item E.3**  
**Attachment 2**

PAGE: 001  
 ID #: MQ-CM  
 CTL.: MCK

Customer...: RUNYAN, DARYL  
 Location...: 0002770

Route/Service 009-0500  
 Current Balance 707.94

Date	Description	Billed \$	Payment \$	Balance
-----	-----	-----	-----	-----
01/04/21	Water Pen	2.50		400.88
01/04/21	Sewer Pen	2.50		403.38
01/13/21	Water Pen	.60		403.98
01/13/21	Sewer Pen	.60		404.58
01/13/21	HBMWD	11.83		416.41
01/13/21	Sewer	53.25		469.66
01/13/21	Water Use	12.46		482.12
01/13/21	Water Base	18.68		500.80
02/01/21	Water Pen	2.50		503.30
02/01/21	Sewer Pen	2.50		505.80
02/10/21	Water Pen	.60		506.40
02/10/21	Sewer Pen	.60		507.00
02/10/21	HBMWD	20.28		527.28
02/10/21	Sewer	67.30		594.58
02/10/21	Water Use	32.04		626.62
02/10/21	Water Base	18.68		645.30
02/12/21	Payment on Account R-09257		-645.30	.00
03/10/21	HBMWD	49.01		49.01
03/10/21	Sewer	67.30		116.31
03/10/21	Water Use	107.69		224.00
03/10/21	Water Base	18.68		242.68
04/14/21	Water Pen	.60		243.28
04/14/21	Sewer Pen	.60		243.88
04/14/21	HBMWD	13.52		257.40
04/14/21	Sewer	56.06		313.46
04/14/21	Water Use	14.24		327.70
04/14/21	Water Base	18.68		346.38
05/12/21	Water Pen	.60		346.98
05/12/21	Sewer Pen	.60		347.58
05/12/21	HBMWD	11.83		359.41
05/12/21	Sewer	53.25		412.66
05/12/21	Water Use	12.46		425.12
05/12/21	Water Base	18.68		443.80
06/01/21	Water Pen	2.50		446.30
06/01/21	Sewer Pen	2.50		448.80
06/16/21	Water Pen	.60		449.40
06/16/21	Sewer Pen	.60		450.00
06/16/21	HBMWD	18.59		468.59
06/16/21	Sewer	64.49		533.08
06/16/21	Water Use	27.59		560.67
06/16/21	Water Base	18.68		579.35
06/18/21	Payment on Account R-11966		-579.35	.00
06/25/21	WTR LK ADJ		-87.16	-87.16
07/14/21	HBMWD	10.14		-77.02
07/14/21	Sewer	50.44		-26.58
07/14/21	Water Use	10.68		-15.90
07/14/21	Water Base	18.68		2.78

REPORT.: Feb 15 2022  
 RUN....: Feb 15 22 Time: 16:30  
 Run By.: April Sousa

McKinleyville C.S.D.  
 Detail Inquiry  
 RUN0002

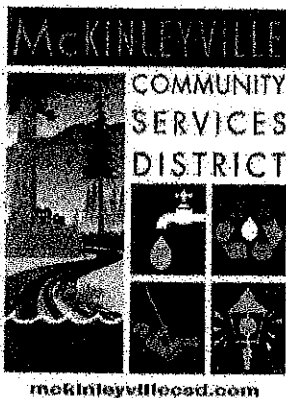
PAGE: 002  
 ID #: MQ-CM  
 CTL.: MCK

Date	Description	Billed \$	Payment \$	Balance
08/11/21	HBMWD	13.84		16.62
08/11/21	Sewer	56.06		72.68
08/11/21	Water Use	14.24		86.92
08/11/21	Water Base	18.68		105.60
09/15/21	Water Pen	.60		106.20
09/15/21	Sewer Pen	.60		106.80
09/15/21	HBMWD	46.71		153.51
09/15/21	Sewer	67.30		220.81
09/15/21	Water Use	98.79		319.60
09/15/21	Water Base	18.68		338.28
10/01/21	Payment on Account R-13667		-106.80	231.48
10/13/21	Water Pen	.60		232.08
10/13/21	Sewer Pen	.60		232.68
10/13/21	HBMWD	57.09		289.77
10/13/21	Sewer	67.30		357.07
10/13/21	Water Use	125.49		482.56
10/13/21	Water Base	18.68		501.24
11/10/21	Water Pen	.60		501.84
11/10/21	Sewer Pen	.60		502.44
11/10/21	HBMWD	93.42		595.86
11/10/21	Sewer	67.30		663.16
11/10/21	Water Use	218.94		882.10
11/10/21	Water Base	18.68		900.78
11/19/21	Payment on Account R-14450		-100.00	800.78
12/01/21	Water Pen	2.50		803.28
12/01/21	Sewer Pen	2.50		805.78
12/15/21	Water Pen	.60		806.38
12/15/21	Sewer Pen	.60		806.98
12/15/21	HBMWD	13.84		820.82
12/15/21	Sewer	56.06		876.88
12/15/21	Water Use	14.24		891.12
12/15/21	Water Base	18.68		909.80
01/05/22	Water Pen	2.50		912.30
01/05/22	Sewer Pen	2.50		914.80
01/12/22	Water Pen	.60		915.40
01/12/22	Sewer Pen	.60		916.00
01/12/22	HBMWD	8.65		924.65
01/12/22	Sewer	49.04		973.69
01/12/22	Water Use	9.45		983.14
01/12/22	Water Base	19.80		1002.94
01/28/22	Payment on Account R-16016		-200.00	802.94
02/01/22	Water Pen	2.50		805.44
02/01/22	Sewer Pen	2.50		807.94
02/15/22	Unposted Payment in Cash Receipts		-100.00	707.94

12.30	RUN0002			
Leak Months:	10/2021			
Date WLA Received:				
# of Units:	1			
Water only? Enter 1 else leave blank	0			
Water Use in leak month	33	ccf		
Average Water Use Prior 3 months/last year	12	ccf		
Leak month sandwich!				
Total Water Charge	\$182.58	Month 0	33.0	
Total Water Charge Prior 3 months/last year	\$52.80	Month -1	22.00	
	-	Month -2	7.00	
Excess Water Use Charges	\$129.78	Month -3	6.00	
	x 50%			
<b>Water Leak Adjustment (not to exceed \$750.00)</b>	\$64.89		35.0	Total
			12	Average
Sewer Charge	\$33.72			
Average Sewer Charge Prior 3 months/last year	\$33.72			
	-			
Sewer Leak Credit	\$0.00			
	-			
Available Credit NOT TO EXCEED \$750	\$64.89			
	RUN0002			
Leak Months:	11/2021			
Date WLA Received:				
# of Units:	1			
<b>MONTH 2 IF APPLICABLE</b>				
Water Use in leak month	54	ccf		
Average Water Use Prior 3 months/last year	7	ccf		
Leak month sandwich!				
Total Water Charge	\$312.36	Month 0	54.0	
Total Water Charge Prior 3 months/last year	\$24.57	Month -1	7.00	
	-	Month -2	6.00	
Excess Water Use Charges	\$287.79	Month -3	9.00	
	x 50%			
Water Leak Adjustment (not to exceed \$750.00)	\$143.90		22.00	Total
Sewer Charge	\$33.72		7	Average
Average Sewer Charge Prior 3 months/last year	\$19.67			
Sewer Leak Credit	\$14.05			
Available Credit	\$157.95			
TWO MONTH TOTAL WATER:	\$208.79			
TWO MONTH TOTAL SEWER:	\$14.05			
<b>TOTAL ADJUSTMENT: not to exceed \$750.00</b>	\$222.84			

PHYSICAL ADDRESS:  
1696 SUTTER ROAD  
McKINLEYVILLE, CA 95519

MAILING ADDRESS:  
P.O. BOX 2037  
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FAX: (707) 839-8456

PARKS & RECREATION OFFICE:  
PHONE: (707) 839-8003  
FAX: (707) 839-5964

**RECEIVED**  
**FEB 15 2022**  
**McK. C.S.D.**

### Appeal Application

#### McKinleyville Community Services District Rules and Regulations

Rule 65.01. APPEALS - the Board may, in specific cases, grant an appeal from any decision made by staff applying the standards incorporated into these Rules and Regulations whenever it finds:

- (a) that special circumstances exist in a particular case, and
- (b) that practical difficulties or unnecessary hardship would result from strict interpretation and enforcement of any standard, and
- (c) that the granting of such an appeal would not tend to defeat the purposes of these Rules & Regulations. The Board may place conditions upon the approval of an appeal.

Rule 65.02. APPEAL APPLICATION - any individual seeking an appeal shall complete an appeal application on the form provided by the District. A non-refundable fee of \$25.00 shall be paid by the applicant to the District for such application to be considered by the Board.

Name: DARYL RUNYAN

Date: 2/14/22

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Account: RUN10002

Describe the decision being appealed: MY account has been  
overcharged due to a water leak. I reported a  
leak 4 months ago, then 3 months ago, and then 2  
months ago, but I was informed there was no leak.

Explain the unique nature of the situation: \*leak due to a antiquated pressure reducer valve (which needed to be removed according to my plumber). Water was leaking into the ground, making it difficult to determine if a leak was occurring.

Explain hardship that exists if staff decision is enforced: My bill is \$1000 - of which I recently paid \$200 towards the balance.

I am requesting a reduction of my bill to the normal amount of my monthly bill.

Explain how the approval of this appeal would not defeat the purpose of MCSD Standards:

I can't really - I don't mind paying my bill, but this amount is beyond my normal monthly bill.

Applicant Signature: Nayl Runyan

Filing Fee: \$25\*

Received: 02/15/2022  
(Date)

By: DB  
(Initials)

Receipt#: 33141

\*Note: \$25 Filing Fee is non-refundable

~~✱~~ - I also have a written and verbal statement by the plumber

# McKinleyville Community Services District

## BOARD OF DIRECTORS

March 2, 2022

TYPE OF ITEM: **INFORMATIONAL**

---

**ITEM: E.4**                      **Review Information for the Draft Capital Improvement Plan for the Operational Funds: Water, Wastewater, and Streetlights, FY2022-23**

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

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

### **Recommendation:**

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

### **Discussion:**

A detailed draft of the Fiscal Year 2022-23 Capital Improvement Plan (CIP) for the Water, Wastewater, and Streetlights Funds is attached (**Attachment 1**) covering the next ten fiscal years. The majority of budgeted projects are anticipated to be covered by grants, with debt funding, designated reserves, or operating funds covering the remaining balances. Funding for certain projects will depend on grants awarded. Smaller projects that do not meet the value threshold of Fixed Assets will be treated as regular expenses, paid with operating funds.

The attached Narrative, **Attachment 2**, provides detail for all proposed Capital Projects expected to be undertaken in FY2021-22. The final summarized CIP will be brought back to the Board for review and approval with the complete Fiscal Year 2021-22 Budget in June 2021.

### **Alternatives:**

Take Action

### **Fiscal Analysis:**

See Attached Schedules

### **Environmental Requirements:**

Not applicable

### **Exhibits/Attachments:**

- Attachment 1 - Draft Capital Improvement Plan Budget for the Water, Wastewater, and Streetlights Funds
- Attachment 2 - Draft Capital Improvement Plan Narrative for the Water, Wastewater, and Streetlights Funds



**McKinleyville Community Services District  
Enterprise Funds Capital Improvement Project Budget  
For the Fiscal Years Ending June 30, 2023 - 2032**

**Item E.4 Attachment 1**

(All numbers in \$000s)

	1	2	3	4	5	6	7	8	9	10
	June 30, 2023	June 30, 2024	June 30, 2025	June 30, 2026	June 30, 2027	June 30, 2028	June 30, 2029	June 30, 2030	June 30, 2031	June 30, 2032
<b>1. Heavy Equipment</b>										
Hydrocleaner (Sewer Fund) and appurtenances							500			
Backhoe/ Bobcat abd Attachments	130	80	20	20		140				
Excavator		250								
Dump Truck				85						
Tractor and Attachments				50	10	50				
Air Compressor and appurtenances		20		22						20
Portable Emergency Generators		75								
<b>Totals:</b>	<b>130</b>	<b>350</b>	<b>20</b>	<b>177</b>	<b>10</b>	<b>190</b>	<b>500</b>	<b>0</b>	<b>0</b>	<b>20</b>
<b>2. Utility Vehicles</b>										
3/4 or 1-Ton Pickup		45	90	45	45	45	45	47	47	49
CCTV Trailer										30
Car	40									
Light Duty Utility Truck						28	28	28		
<b>Totals:</b>	<b>40</b>	<b>45</b>	<b>90</b>	<b>45</b>	<b>45</b>	<b>73</b>	<b>73</b>	<b>75</b>	<b>47</b>	<b>79</b>
<b>3. Water System</b>										
4.5m New Tank Property procurement,design & cons	6,198	3,132								
Water Tank Painting	500	500								500
Water Tank Cathodic			10					10		
Ramey Pump Station Upgrades						32	52	150		
Emergency Water Supply: Mad River Crossing		1,000	2,000	1,000						
Digital Control & Radio Telemetry Upgrade	10	10	10	10	10	10	10	20		

**McKinleyville Community Services District  
Enterprise Funds Capital Improvement Project Budget  
For the Fiscal Years Ending June 30, 2023 - 2032**

(All numbers in \$000s)

	1	2	3	4	5	6	7	8	9	10
	June 30, 2023	June 30, 2024	June 30, 2025	June 30, 2026	June 30, 2027	June 30, 2028	June 30, 2029	June 30, 2030	June 30, 2031	June 30, 2032
Meter Reader Upgrade	8				9					10
McCluski Tank 3 Replacement		500	500							
Tank Seismic Actuators								20		
Fire Hydrant System Upgrade	7	7	7	7	7					
Water Main Rehabilitation and Replacement	2,000	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
Emergency Generator	50									
<b>Totals:</b>	<b>8,773</b>	<b>6,149</b>	<b>3,527</b>	<b>2,017</b>	<b>1,026</b>	<b>1,042</b>	<b>1,062</b>	<b>1,290</b>	<b>1,020</b>	<b>1,580</b>

**4. 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
WWMF Sludge Disposal & handling	200	200	200	200	240	240	240	240	240	240
Customer Radio Meter Testing/Replacements								90	20	70
Collection System Upgrades-Hwy Undercrossings	1,149	5,611								
Sewer Main Rehabilitation and Replacement	2,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Sewer Lift Stn. Pump & Generator Replacements	40	40	40	40	40	40	40	40	40	40
Sewer Lift Station Upgrades-B Street		550								
Digital Control & Radio Telemetry Upgrade								100		
Meter Replacement: WWMF and others			25		25				20	
Fischer Lift Station Upgrades		500	1,000							
Sewer Main Camera Unit	30						50			
Underground Pipe Locater & Camera	5			5			5			5
SCBA Apparatus and Bottles	6				6					
WWMF Solar Microgrid, Design/Build, O&M	12	12	12	12	12	12	12	12	12	3,000
WWMF Pond Armoring	75	40	40							
WWMF Pumps & Motors	6									
<b>Totals:</b>	<b>3,537</b>	<b>8,073</b>	<b>2,287</b>	<b>1,257</b>	<b>1,393</b>	<b>1,292</b>	<b>7,347</b>	<b>1,492</b>	<b>3,342</b>	<b>4,745</b>

**McKinleyville Community Services District  
Enterprise Funds Capital Improvement Project Budget  
For the Fiscal Years Ending June 30, 2023 - 2032**

(All numbers in \$000s)

	1	2	3	4	5	6	7	8	9	10
	June 30, 2023	June 30, 2024	June 30, 2025	June 30, 2026	June 30, 2027	June 30, 2028	June 30, 2029	June 30, 2030	June 30, 2031	June 30, 2032
<b>5. Office, Corporation Yard &amp; Shops</b>										
Facility Upgrades and Sealcoat		10		10				10		10
Office Building	75		3,000							
Property Purchase	600									
Major Building Repairs	20					14				
<b>Totals:</b>	<b>695</b>	<b>10</b>	<b>3,000</b>	<b>10</b>	<b>0</b>	<b>14</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>10</b>
<b>6. Computers, Software &amp; Equipment</b>										
PCs, Software, Printers, File Server upgrades	5	6	6	7	7	7	7	7	7	7
MOM Upgrade and Replacement - ERP eval		35	150							
Office Equipment	5	5	5	5	5	5	5	5	5	5
GIS/SEMS/CADD Equipment and Software	8			5			5			5
<b>Totals:</b>	<b>18</b>	<b>46</b>	<b>161</b>	<b>17</b>	<b>12</b>	<b>12</b>	<b>17</b>	<b>12</b>	<b>12</b>	<b>17</b>
<b>7. Reclamation (Fischer &amp; Pialorsi Ranches)</b>										
Barn, Fence, House Upgrades	10	5	5	5	5	5	5	5	5	5
Irrigation Pipe and Fittings	10					10				
Reclamation Site Upgrade/Perc Pond Habitat Proj	50									
Underground Valving and Piping	30	20	20				12			
<b>Totals:</b>	<b>100</b>	<b>25</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>15</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>5</b>
<b>8. Small Equipment &amp; Other</b>										
Misc./ Emergency Equipment Replacement	15	15	15	15	15	15	15	15	15	15
GPS Surveying Equipment				20						
Office Emergency Generator					22					
Emergency Response Equipment	5	5	5		5	5		5	5	
<b>Totals:</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>35</b>	<b>42</b>	<b>20</b>	<b>15</b>	<b>20</b>	<b>20</b>	<b>15</b>

**McKinleyville Community Services District  
Enterprise Funds Capital Improvement Project Budget  
For the Fiscal Years Ending June 30, 2023 - 2032**

(All numbers in \$000s)

**1            2            3            4            5            6            7            8            9            10**

<b>June 30, 2023</b>	<b>June 30, 2024</b>	<b>June 30, 2025</b>	<b>June 30, 2026</b>	<b>June 30, 2027</b>	<b>June 30, 2028</b>	<b>June 30, 2029</b>	<b>June 30, 2030</b>	<b>June 30, 2031</b>	<b>June 30, 2032</b>
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**Total Planned Expenditures**

<b>13,313</b>	<b>14,718</b>	<b>9,110</b>	<b>3,563</b>	<b>2,533</b>	<b>2,658</b>	<b>9,019</b>	<b>2,904</b>	<b>4,446</b>	<b>6,471</b>
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**Departmental Allocations:**

Water Fund

9,225	6,385	5,173	2,159	1,081	1,197	1,115	1,349	1,060	1,651
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Wastewater Fund

4,089	8,333	3,938	1,404	1,453	1,462	7,905	1,556	3,387	4,821
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**Total**

<b>13,313</b>	<b>14,718</b>	<b>9,110</b>	<b>3,563</b>	<b>2,533</b>	<b>2,658</b>	<b>9,019</b>	<b>2,904</b>	<b>4,446</b>	<b>6,471</b>
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0            0            0            0            0            0            0            0            0            0

**Internal Funds/Reserves/Debt - District Share**

7,803	14,168	9,110	3,563	2,533	2,658	9,019	2,904	4,446	
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**Potential Grant Funding Expected**

5,510	550								
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McKinleyville Community Services District  
 Streetlights Fund Capital Improvement Project Budget  
 For the Fiscal Years Ending June 30, 2023 - 2032

	1	2	3	4	5	6	7	8	9	10
	June 30, 2023	June 30, 2024	June 30, 2025	June 30, 2026	June 30, 2027	June 30, 2028	June 30, 2029	June 30, 2030	June 30, 2031	June 30, 2032
<b>1. Heavy Equipment</b>										
Lift			83							
<b>Totals:</b>	0	0	83	0	0	0	0	0	0	0
<b>2. Poles and Lights</b>										
Inspection										
Pole Replacement	2									
Repairs to LED's	5									
<b>Totals:</b>	7	0	0	0	0	0	0	0	0	0
<b>Total Planned Expenditures</b>	<b>7</b>	<b>0</b>	<b>83</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

***DRAFT Capital Improvement Plan  
Water, Sewer and Streetlights Funds  
Fiscal Year 2022-23***

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 cars. Funds have also been set aside for the replacement of the oldest of the District's backhoes, which has been serving the District since 1979.

#### **Water System**

The largest Water project for FY2022-23 is the construction phase of the proposed 4.5 million gallon new storage tank. The purchase of the property where the tank will be located is included in the project funding. The project is expected to be between 20% to 40% complete in FY22-23, with a maximum of \$6.198 million expended. Of that, 75% (\$4.65 million) will be grant funded. The District has issued Certificates of Participation (COPs), a debt instrument, to fund the balance of the project.

\$500,000 is budgeted for a recoating project scheduled this year. 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 upgrading the emergency generator (\$50,000); \$8,000 to upgrade the computer used for reading meters; and \$10,000 to upgrade the digital control and radio telemetry system. 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.

\$2,000,000 is scheduled for the Water Main Rehabilitation/ Replacement Project. Half of that is a set-aside, per the last Board approved Rate Study. The other half is for the start of water main replacement on Central Avenue, and is debt-funded (COPs). Other projects that may need to accumulate Repair & Replacement reserves for future execution include the Mad River crossing and the upgrade of the Digital control and radio telemetry system.

## **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 five-to-seven 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. \$2,000,000 is budgeted for the Wastewater Mainline Rehabilitation/ Replacement Project. As with the Water side of this project, half is a set-aside of rates to build up reserves, as approved by the Board in the 2018 rate study. The other half is to start work on the Central Avenue portion of the project.

The Undercrossing project budget portion for the current fiscal year is \$1,149,000, with the balance being budgeted for the next fiscal year. Of that, the District is responsible for 25% with the rest being grant funded. The Micro-grid Solar Project at the Wastewater Management Facility should be completed, with \$12,000 budgeted as an ongoing Repair & Replacement reserve, which is designated for continuing as-needed replacement for pumps and generators. Other significant Wastewater projects include life station pump and generator replacements (\$40,000), a sewer-main camera unit (\$30,000), and \$75,000 to start armoring the WWMF ponds.

The remaining projects are for smaller dollar amounts. \$5,000 for an underground pipe locator and camera, \$6,000 for a self-contained breathing apparatus (SCBA), and \$6,000 for repairs & 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**

\$75,000 has been budgeted to finish the architectural design of the District's operations and administrative office, with renovations to be completed in the following years. \$600,000 has been budgeted for purchase of the property behind the District offices if it ever comes up for sale. \$20,000 has been set aside for major repairs to the existing offices. \$10,000 has been set aside for the regular upgrade and replacement of office equipment and printers. An additional \$8,000 has been added for AutoCAD software.

## **Reclamation (Fischer & Pialorsi Ranch)**

\$50,000 has been budgeted to populate a portion of the ranch with trees for the Biofiltration (Tree Farm) project and continue restoration the perc ponds into suitable off-stream habitat for salmon and other aquatic species. This is a grant-funded project, with the grant administered by CalTrout. A total of \$50,000 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 and Other**

\$20,000 in total has been set aside in this line item for the replacement of various types of emergency or miscellaneous equipment.

### **Streetlights**

Replacement of some failing photocells is scheduled, with a \$5,000 budget, along with \$2,000 for pole replacement if needed.

### **Note on Appendix A – Water & Sewer Funds Capital Improvement Program**

The Water and Sewer Funds Capital Improvement Program's planned capital expenditures are shown in thousands: 10 = \$10,000. The planning horizon for the Program is 10 years. It should be noted that all estimated replacement costs are in current year dollars, as future inflation is unknown. Since the CIP is a dynamic plan that is updated annually, future costs will be regularly evaluated.

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# McKinleyville Community Services District

## BOARD OF DIRECTORS

March 2, 2022

TYPE OF ITEM: **ACTION**

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**ITEM: E.5**                      **Consider Call for Nominations for District Board Members to Serve on Humboldt Local Agency Formation Commission (LAFCo)**

**PRESENTED BY:**              **April Sousa, 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 2022-2026 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 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.

President Couch is currently an Alternate Board Member of LAFCo and his term expires June 30, 2022. He has expressed interest in serving an additional term as a Regular Board Member, as he feels the population of McKinleyville needs the representation.

The deadline for submitting nominations is Friday, April 8, 2022

**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



Date: January 28, 2022  
 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 regular and one alternate special district member on LAFCo expires on June 30, 2022. 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	2018 - 2022
Alternate Member	David Couch, McKinleyville Community Services District	2018 - 2022

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 48 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 district member and/or alternate member, the nomination procedures are as follows:

1. Each district may nominate two people – one for the Regular Member seat and one for the Alternate 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@humboldtlafo.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, April 8, 2022.** Any nomination that is submitted after the deadline will not be considered.

General information about LAFCo is available at the Humboldt LAFCo website at [www.humboldtla Alco.org](http://www.humboldtla Alco.org). The Commission 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 odd numbered months in the Humboldt County Board of Supervisors Chamber, with special meetings held as needed. Meetings are currently being held via Zoom webinar while a state of emergency still exists due to the Covid-19. However, the Commission may elect to return to in-person or hybrid meetings in the future.

If you have any questions, please contact LAFCo staff at 707-445-7508.

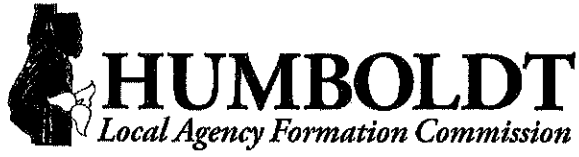
### Election Schedule

LAFCo call for nominations letter mailed	Friday, January 28, 2022
Nominations due to LAFCo	By 5:00 p.m., Friday, April 8, 2022
Ballots mailed from LAFCo via certified mail	No later than Friday, April 15, 2022
Election Day – Ballots due to LAFCo	By 5:00 p.m., Friday, June 24, 2022
Election results mailed from LAFCo	No later than Monday, June 30, 2022

### Independent Special Districts

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>Big Lagoon Community Services District</li> <li>Briceland Community Services District</li> <li>Carlotta Community Services District</li> <li>Fieldbrook-Glendale Community Services District</li> <li>Humboldt Community Services District</li> <li>Loleta Community Services District</li> <li>Manila Community Services District</li> <li>McKinleyville Community Services District</li> <li>Miranda Community Services District</li> <li>Orick Community Services District</li> <li>Orleans Community Services District</li> <li>Palmer Creek Community Services District</li> <li>Patrick Creek Community Services District</li> <li>Peninsula Community Services District</li> <li>Phillipsville Community Services District</li> <li>Redway Community Services District</li> <li>Riverside Community Services District</li> <li>Scotia Community Services District</li> <li>Weott Community Services District</li> <li>Westhaven Community Services District</li> <li>Willow Creek Community Services District</li> </ul> | <ul style="list-style-type: none"> <li>Arcata Fire Protection District</li> <li>Blue Lake Fire Protection District</li> <li>Briceland Fire Protection District</li> <li>Bridgeville Fire Protection District</li> <li>Ferndale Fire Protection District</li> <li>Fruitland Ridge Fire Protection District</li> <li>Garberville Fire Protection District</li> <li>Humboldt No. 1 Fire Protection District</li> <li>Kneeland Fire Protection District</li> <li>Myers Flat Fire Protection District</li> <li>Petrolia Fire Protection District</li> <li>Redway Fire Protection District</li> <li>Rio Dell Fire Protection District</li> <li>Telegraph Ridge Fire Protection District</li> <li>Willow Creek Fire Protection District</li> </ul> |
| <ul style="list-style-type: none"> <li>Alderpoint County Water District</li> <li>Hydesville County Water District</li> <li>Jacoby Creek County Water District</li> <li>Humboldt Bay Municipal Water District</li> <li>Garberville Sanitary District</li> <li>Resort Improvement District No. 1</li> </ul>  | <ul style="list-style-type: none"> <li>Humboldt Bay Harbor, Recreation and Conservation District</li> <li>Humboldt County Resource Conservation District</li> <li>North Humboldt Recreation and Park District</li> <li>Southern Humboldt Community Healthcare District</li> <li>Fortuna Cemetery District</li> <li>Petrolia Cemetery District</li> </ul>  |





**ALTERNATE MEMBER**  
**Special District Member Nomination Form 2022**

Name of District: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

The Board hereby nominates \_\_\_\_\_ to fill the term beginning on June 30, 2022 and expiring June 30, 2026 as an Alternate Member of the Humboldt Local Agency Formation Commission representing independent special districts of Humboldt County.

Board action taken on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the following vote:

AYES: \_\_\_\_\_

NOSE: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

District Representative:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name



**REGULAR MEMBER**  
**Special District Member Nomination Form 2022**

Name of District: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

The Board hereby nominates \_\_\_\_\_ to fill the term beginning on June 30, 2022 and expiring June 30, 2026 as a Regular Member of the Humboldt Local Agency Formation Commission representing independent special districts of Humboldt County.

Board action taken on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the following vote:

AYES: \_\_\_\_\_

NOSE: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

District Representative:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name



## Special District Member Candidate Information Sheet 2022

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:

Personal and 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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Staff analysis consists of the following potential alternative

- Take No Action

**Fiscal Analysis:**

Not applicable.

**Environmental Requirements:**

Not applicable

**Exhibits/Attachments:**

- Attachment 1 – Ordinance No. 2022-01



**ORDINANCE NO. 2022-01**  
**AN ORDINANCE OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT**  
**AMENDING REGULATION 68: LATENT POWERS OF ARTICLE VI: GENERAL**  
**PROVISIONS IN THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT RULES**  
**AND REGULATIONS TO INCLUDE LAW ENFORCEMENT COLLABORATION**

**WHEREAS**, the McKinleyville Community Services District (MCSD, District) recently discussed and appointed an ad-hoc subcommittee to review the District’s Latent Powers; and

**WHEREAS**, the Latent Powers Committee recommended, later approved by the full MCSD Board, to clarify existing and future Latent Powers of the District; and

**WHEREAS**, California Government Code Section 61060(d) expressly allows the District to “acquire any real or personal property within or outside the district, by contract or otherwise, to hold, manage, occupy, dispose of, convey, and encumber the property, and to create a leasehold interest in the property for the benefit of the district.”

**WHEREAS**, California Government Code, Title 6, Section 61100(i) states that a District may: “Provide police protection and law enforcement services by establishing and operating a police department that employs peace officers pursuant to Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of the Penal Code; and

**WHEREAS**, the District currently provides the physical facility (i.e., a building on District owned property) for the Sheriff’s substation at Pierson Park in McKinleyville; and

**WHEREAS**, MCSD has a leasehold arrangement with the County of Humboldt for providing the building and related facilities for the substation to the Humboldt County Sherriff’s Department for its use which was established in 2009; and

**WHEREAS**, MCSD does not intend to adopt or provide actual police protection or law Enforcement powers and wholly relies upon the County of Humboldt to provide said services; and

**WHEREAS**, the District wishes to clarify its power and authority relating to police protection and law enforcement services in the limited capacity recited herein in order to facilitate the continued provision of safe and adequate law enforcement services by the Humboldt County Sheriff’s Department to the citizens of McKinleyville and facilitate security and protection for District property, buildings, and events.

**WHEREAS**, the District finds and declares it in the best interest of the District to continue the leasehold arrangement for the Humboldt County Sheriff’s substation pursuant to California Government Code Section 61060(d) as the presence of Humboldt County Sherriff’s Department personnel at the facility protects District property and the interests of the District’s ratepayers.

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

Rule 68.06: Law Enforcement Collaboration, will be added to Article VI: General Provisions, Rule 68: Latent Powers, and will read as follows:

**RULE 68.06: LAW ENFORCEMENT COLLABORATION**

The McKinleyville Community Services District currently supports the Humboldt County Sheriff's Department through a leasehold agreement to provide the building and related facilities for the Sheriff's substation. The facilities are provided at a reasonable lease rate to help facilitate the provision of police protection and law enforcement services to the residents of McKinleyville and to protect District property in exchange for, without limitation, in kind labor, such as additional Sheriff's Work Alternative Program (SWAP) services provided to the District.

The District does not exercise police protection or law enforcement powers or authority and the District does not provide any law enforcement services. The District does, however, facilitate police protection and law enforcement services by the Humboldt County Sheriff's Department within the District's boundaries by making District facilities available to the Sheriff's Department to lease and the District expressly reserves, but does not exercise, any latent powers to collaborate with other appropriate law enforcement agencies or add additional services should this agreement no longer become viable. These services include, but are not limited to, providing District physical facilities, buildings and property through lease, providing equipment, reviewing and monitoring law enforcement efforts in McKinleyville, entering into convict work programs (e.g., SWAP) and communication sharing.

The District will not provide actual police protection or law enforcement services and relies exclusively on the Humboldt County Sheriff's Department for the provision of law enforcement services in accord with the County of Humboldt jurisdictional authority. The District does, however, determine that the continued provision of the District facilities for the Humboldt County Sheriff's Department substation on District property provides express benefit to the District and its ratepayers in accord with California Government Code Section 61060(d).

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 \_\_\_\_\_ 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:

\_\_\_\_\_  
David Couch, Board President

\_\_\_\_\_  
April Sousa, MMC, Board Secretary

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# McKinleyville Community Services District

## BOARD OF DIRECTORS

March 2, 2022

TYPE OF ITEM: **INFORMATION**

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**ITEM: F.3.A**                      **Support Services – Jan 2022 - Feb 2022 Report**

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

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

### **FINANCIAL, AUDIT, & BUDGET INFORMATION**

The District has \$1,375,011.56 to date in the Trust Account for the next Biosolids Disposal project.

Customer adjustments at December month-end total \$18,553.30, which represents 44.2% of the annual \$42,000 budget for this sub-item. (GL# 501/551-62120)

Total Board Travel as of Jan 31, 2022 stands at \$9,174.68 which is 52.4% of the approved \$17,500 budget for this item. (GL# 001/005/501/551 62090/62155-888)

#### Audit/Budget Update:

The first draft of the Water/ Wastewater/ Streetlights budgets for Capital Projects is included as an item for the March Board meeting for review and discussion by the Board. April and May will bring drafts of the Parks/General Fund and Water/ Wastewater operating budgets respectively, with the final budget brought to the Board for approval in June before the start of the new fiscal year.

#### Treasurer's Report Highlights:

Water Fund capacity fees collected through January totaled \$181,697.80. Wastewater Fund capacity fees of \$312,414.00 were collected through the end of January. No capital contributions have been received so far for FY2021-22. Capital Contributions and Capacity fees are included in the income vs. expenses graphs of the Treasurer's Report, but they are called out separately on the Budget to Actuals report.

## The Balance Sheet

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

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



# McKinleyville Community Services District

## BOARD OF DIRECTORS

March 2, 2022

TYPE OF ITEM: **INFORMATION**

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**ITEM: F.3.B**                      **Operations Department – Jan. / February 2022 Report**

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

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

### **Water Department:**

#### **Water Statistics:**

The district pumped 40.3 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:**

Annual routine testing and retests 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 1.4 million gallons and the average usage per day was 1.3 million gallons.

#### **Water Distribution Maintenance:**

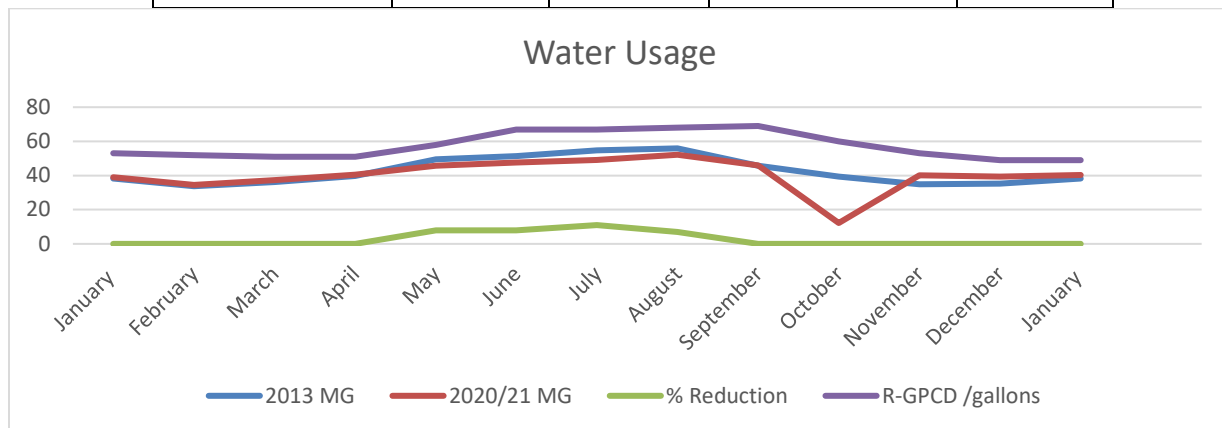
Weekly Bacteria Samples were collected on Schedules 3, 4, 5, and 6 which represent different locations in the water distribution system. The schedules are made up of a sample taken in each pressure zone. Staff has been out making the hydrant repairs that were identified during the annual inspections. Several meters were repaired due to tamper codes showing up during meter reading. An angle-stop was repaired on Waters due to not operating properly. A new water service was installed on Henry Lane due to a lot split.

#### **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. The metal lids on the Jenson and the Eucalyptus Pressure Reducing Stations were replaced. The new lids were primed and painted with epoxy coating. All station motors were amp and meg inspected to ensure they are balanced and running efficiently. The meter for Pump 5 at the North Bank station was replaced due to the existing meter malfunctioning and not reading correctly.

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.

	<b>2013 (MG)</b>	<b>2020/21 (MG)</b>	<b>% Reduction</b>	<b>R-GPCD</b>
<b>January</b>	38.241	38.974	(-2)	53
<b>February</b>	33.751	34.603	(-2)	52
<b>March</b>	36.244	37.375	(-3)	51
<b>April</b>	39.755	40.465	(-2)	51
<b>May</b>	49.407	45.752	8	58
<b>June</b>	51.337	47.654	8	67
<b>July</b>	54.757	49.099	11	67
<b>August</b>	55.908	52.171	7	68
<b>September</b>	45.702	45.874	(-1)	69
<b>October</b>	39.439	42.216	(-7)	60
<b>November</b>	34.879	40.116	(-15)	53
<b>December</b>	35.203	39.371	(-11)	49
<b>January</b>	38.241	40.314	(-6)	49



R-GPCD = Residential Gallons Per Capita Day

**New Construction Inspections:**

Imeson Court: Avarar plans have been reviewed and commented. The water and sewer mains, along with laterals were installed. The fire hydrant was relocated along with moving an existing service. Paving and inspections are pending. Midtown Court Tract: Plans were reviewed, and plan check fees have been paid. Washington Estates: Plans have been reviewed and have gone back to engineer for corrections and discussions.

**Sewer Department:****WasteWater Statistics:**

27.5 million gallons of wastewater were collected and pumped to the WWMF. 33.3 million gallons of wastewater were treated and discharged to land disposal or reclamation in January.

**Sewer Station Maintenance:**

Monthly inspections and daily routines were conducted on all sewer stations. Quarterly servicing was completed at the Fischer and B Street stations, which included wet well washing and pump inspections. The wet well washing is important, in order to prevent hydrogen sulfide buildup, which is detrimental to the concrete casings and grease buildup which will plug the pumps. Pump shimming is done to keep pumps running efficiently and to reduce rags from plugging up the pumps. All station motors were inspected for amp and meg to ensure they are balanced and running efficiently. A minor roof leak was repaired at the Fischer station. Staff also noticed that the catwalk in the Fischer wet well was eroding. Staff replaced the metal supports with new metal, epoxy coated supports.

**Sewer Collection System:**

Grease traps were inspected at required facilities. Customers that are out of compliance were notified to have their traps pumped and possibly shorten their pumping schedule. The sewer flow totalizers (Smart Covers) have been rotating through the collection system to collect wet weather data and have been monitored via web portal. Several manholes were flagged during the annual inspections that they were leaking and allowing infiltration into the sewer system. Staff has been entering manholes and repairing these leaks. A new sewer lateral was installed on Henry Lane as part lot split.

**Wastewater Management Facility:**

Daily and weekly maintenance continues at the treatment plant to perform required service on the equipment. The annual report was completed and submitted to the Regional Board. The Basin inlet was repaired due to Synagro hoses spinning it upside down during the dredging. Dredging is expected to be completed by the end of February.

**Daily Irrigation and Observation of Reclamation Sites:**

Discharge has been going to the land and river since November 1<sup>st</sup>. depending on river flow.

**Street Light Department:**

There were no streetlight complaints in January.

### **Promote Staff Training and Advancement:**

Weekly tailgate meetings and training associated with job requirements. Staff received training on Confined Space, Backhoe safety, Arc Flash safety and reviewing the Emergency Response Plan.

### **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.

Attended a Recycled Water grant meeting

Attended Micro-grid progress meetings

Attended Central Avenue mainline replacement meetings and provided data requested.

Staff provided sewer camera footage for Central Avenue from Sutter to Hiller

Reviewed the Central Ave. water and sewer scopes and provided comments to GHD.

Working with Synagro on Biosolids Basin dredging project.

Completed Wastewater Arrearages and submitted to the website portal.

Attended the 11 month inspection for the Hiller Station upgrade.

Compiled data for Fischer station to get quotes for possible grant.

Completed the WWMF annual report and submitted to the State.

Completed the annual Water Discharge report and submitted to the State.

### **GIS:**

#### **Plans and Programs**

- Completed Elevated Platforms and Aerial Devices Safety Procedures.
- Reviewed the Risk Management Plan (CalARP)
  - Added recent county inspection results/documentation.
- Reviewed the Sanitary Sewer Management Plan and Overflow Emergency Response Plan
  - Incorporated info for Sewer Mainline Rehabilitation Project.
- Reviewed the BMP's for Drinking Water Discharges (NPDES Permit).
  - No Drinking water discharges to report.
  - Completed Annual Drinking Water Discharge Report Letter and Excel.
  - Emailed completed and signed report to the California State Water Resources Control Board.

#### **Maps Completed/General GIS**

- Researched 2" services within the system to verify that they have an isolation valve.
- GPS'd facilities missing from GIS.
- Created new Facilities Map for the District including all updates and recently installed facilities.
- Fischer Ranch GIS data to engineers.

- Created an ArcGIS dashboard for monitoring the progress on manhole inspections.
- Map of MCSD wastewater discharge points.

### **Misc. Work Completed**

- Assisted with 1489 Railroad sewer lateral bored through
- Attended TAC meeting
- Operations document filing
- Posted documents onto website
- Assembled WWMF Annual Reports

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# McKinleyville Community Services District

## BOARD OF DIRECTORS

March 2, 2022

TYPE OF ITEM: **INFORMATION**

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**ITEM: F.3.C**                      **Parks & Recreation Director's Report for February 2022**

**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 is open Monday- Friday 12:00pm-6:00pm. The Teen Club is running 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 18 teens per day.

BGCR McKinleyville Teen Club staff hosted member recruiting events at McKinleyville High School and McKinleyville Middle School in February. They also hosted a member's skate night and a dinner for members and their families.

### **PARK AND RECREATION COMMITTEE:**

The Park and Recreation Committee (PARC) met on February 17, 2022. The notes from the meeting can be reviewed in **Attachment 1**.

### **COMMUNITY FOREST UPDATES:**

Staff continues planning and preparing for the acquisition of a Community Forest and has been meeting regularly with Green Diamond Resource Co. staff and Trust for Public Lands staff. GDRC reported that the property is currently undergoing the appraisal process.

Staff met with member of the Redwood Coast Mountain Bike Association and GDRC staff this month to discuss development of mountain bike trails prior to the transfer of the property. Staff are currently focusing on public outreach and input gathering for the determination of access points and desired recreation opportunities. Staff hosted the first public input meeting on February 26<sup>th</sup> at Azalea Hall and is preparing to host a virtual public input meeting on March 8<sup>th</sup>.

### **RECREATION PROGRAM UPDATES**

Drop-in Pickleball is running on Friday evenings 6:30pm-8:30pm. Masks are required to play. Pickleball is operated entirely by volunteers. Drop-in Kung Fu on Tuesday and Thursday evenings 5:30-6:30pm is \$10 per person per class with bulk passes available for \$7.50 per class. Drop-in Tai Chi on Sundays from 11:00am-12:00pm costs the same as Kung Fu. These new offerings are off to a great start averaging 8-15 students each class.

The Breakout Vacation Daycamp February 22-25 ran at capacity given the number of staff we had available to work the program, serving 26 kids per day during the school break.



The Youth Basketball programs have been running smoothly and will wrap up the second week in March. As the Youth Basketball programs wrap up, staff is preparing for a Tot-letics Soccer session. This four-week program for 3-5 year old youth is an introduction to the sport. This program typically fills up with 28 participants.

### **PARK & FACILITY MAINTENANCE UPDATES:**

Several open space zones received mowing, hedging and weeding maintenance and as part of the Open Space Maintenance Zone agreements. The SWAP program continues providing labor on Saturdays. The Parks crew and NHES continue the routine schedule for maintenance on Central Ave. landscaping as well as Pierson Park landscape maintenance. Windows got cleaned and several restroom repairs at Hiller, the Activity Center and Azalea Hall were done. Staff continues to keep up with daily/weekly routine facility and vehicle maintenance. Monthly inspections were conducted on all facilities and Open Spaces.

The maintenance crew has been dedicating a lot of time at Hiller Sports Site, preparing the fields for the upcoming youth sport seasons. Little League and Girls Fast Pitch Softball will begin in March and April. On Saturday, February 19<sup>th</sup> we hosted a volunteer workday at the fields where 28 volunteers came out and filled holes throughout the sports fields. The HSU Men's soccer team provided 26 of the 28 volunteers. Also this month a chain link fence was installed at the sports fields. Each year over the past several years we have had to replace sections of fallen wood fencing. Thanks to Coastal Quimby funds we now have a more durable fence in place that will not be falling down year after year.

### **OTHER UPDATES:**

- The Winter-Spring MCSD Newsletter and Activity Guide was published and mailed February 16<sup>th</sup>.
- The grant contract for the state Per Capita Grant funds of \$177,952 was received. These funds will be used to complete interior renovations of Azalea Hall including replacing the flooring throughout, install new entrance doors, refurbish the walls to improve aesthetics, replace the HVAC system which is currently only partially functional and upgrade the PA system. The total project is estimated to cost \$180,000.
- Staff participated in volunteer service for the McKinleyville Chamber of Commerce, the McKinleyville Family Resource Center, and the Boys and Girls Club of the Redwoods
- Park and facility rentals continue to increase.
- Staff continues to provide support to other departments of the District; assisting with accounts payable, payroll, and facilitating professional development workshops.

### **ATTACHMENTS:**

Attachment 1—PARC meeting notes 2-17-22

**Thursday, February 17, 2022**

**6:30pm**

Parks & Recreation Committee Meeting

NOTES

**Members Present:** Johnny Calkins, John Kulstad, Ben Winker, Charlie Caldwell, Laura Bridy, Phil Heidrick, Jane Fusek, Heidi Conzelmann, Scott Binder, Jeff Dunk, Jennifer Ortega

**None absent.**

**Meeting Notes:**

Communications:

- Staff invited the PARC members to the volunteer workday at Hiller Sports Site on Feb. 19<sup>th</sup>
- MCSD Board Director, Scott Binder invited PARC members to participate in McKinleyville's next trash bash event.

Public Comment:

- None

Form 700 Compliance

- Staff made sure all PARC members received their Form 700.

Recreation Director Report:

Recreation Program Updates

- Drop-in Pickleball is running on Friday evenings 6:30pm-8:30pm. \$4 per person
- Drop-in Kung Fu is on Tuesday and Thursday evenings 5:30pm-6:30pm \$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 8-12 people per class.
- We are currently taking registration for the Breakout Vacation Daycamp-February 22-25, 2022
- Youth Basketball programs for 3<sup>rd</sup> through 6<sup>th</sup> grades began on January 15<sup>th</sup>. YBB programs are going well and will end the week of March 7<sup>th</sup>.
- The Winter/Spring Activity Guide went out this week (see **Attachment 1**) and includes upcoming programming including Totletics, Pee Wee Basketball, in person paint classes and the Kids' Camp Summer Day Camp registration information.

Park & Facility Maintenance Updates

- Several open space zones received mowing, hedging and weeding maintenance and detention basins received clearing as part of the Open Space Maintenance Zone agreements. The Parks crew and NHES continue the routine schedule for maintenance on Central Ave. landscaping. Staff have been dedicating a lot of hours in the oddly dry and sunny winter to improving the fields at Hiller Sports Site. A volunteer work day to fill in gopher holes is scheduled for **Saturday, Feb. 19<sup>th</sup> 9:00am-12:00pm**. A Staff continues to keep up with daily/weekly routine facility and vehicle maintenance. Monthly inspections were conducted on all facilities and Open Spaces.

#### Hewitt Ranch Property Updates

- No updates at this time.

#### North Bank River Property Updates

- No updates at this time.

#### Other updates:

- Staff is preparing to send out Community Garden renewal notices to current plot holders.
- 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, payroll, and facilitating professional development workshops.

#### Community Forest Updates

- Staff reported on recent meetings with GDRC.
  - Public input meetings/process are scheduled as follows:
    - Saturday, Feb. 26<sup>th</sup> 9:30am-12:30pm at Azalea Hall
    - Tuesday, March 8 6:00pm-7:30pm via Zoom
    - PARC Members asked about flyers and methods of advertising the public meetings.
- Laura Bridy asked if the appraisal value of the property comes in lower than the grant funded purchase amount, if the excess grant funds could be used to support the management of the forest.
  - Staff said they would inquire about that possibility.

#### BMX Track and Park Project:

- Staff provided an update on current status of the grant award and the steps that will be followed once the grant contract is signed.
- Charlie Caldwell reported that the BMX Committee of the Humboldt Skatepark Collective continues to raise funds towards the management and operation of a BMX program.

#### Skatepark Groundbreaking

- Charlie Caldwell reported on recent meetings of the Humboldt Skatepark Collective and the plans to host a groundbreaking for at least one phase of the skatepark during the Pony Express Days festival the first weekend in June. Current existing funding is sufficient to fund a section of the total park.
- Charlie is working to secure the engineering and construction contract with the Liquid Stone Design team.

#### Intermodal Transportation Committee (Hum. County) Report:

- Ben Winker reported on the current work of RCAA and the county studying areas in most need of improved safety for alternative transportation such as bicycles and pedestrians.

#### Report on Actions of MCSD Board

- Staff informed the committee of actions taken at the February 2, 2022 Board meeting.

#### AdHoc Committee Reports:

- Skate Park—on agenda
- Fisher Ranch Estuary project—trail design is final and moving forward
- BMX— See notes on above

- Community Garden—no report

Agenda Items for next meeting:

- Community Forest
- Skatepark project/groundbreaking
- In-person PARC meetings
- Vandalism Report
- Bocce Ball Court rehabilitation

Adjournment:

- Adjourned: 7:23pm

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# McKinleyville Community Services District

## BOARD OF DIRECTORS

March 2, 2022

TYPE OF ITEM: **INFORMATION**

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**ITEM: F.3.D**                      **General Manager’s Report for Mar. 2, 2022 Meeting**

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

**TYPE OF ACTION:**            **Information Only**

### **A summary of activity for the month of February 2022**

**Cost Savings Related to District Activities** – The following is a review of some of the recent cost savings opportunities District staff identified for the month:

- Use of NHE Services =                      \$2,535
- CSW =    \$0
- SWAP =     \$2,880
- Volunteer Pickleball Labor =              \$188
- Vac Con Pendant =                            \$650
- Replace Service Vehicle Fuel Pump =     \$650
- Replace Catwalk Supports-Fischer Wet Well =    \$4,160
- TOTAL COST SAVINGS FOR FEB =                      \$11,063**

***Since the start of the District’s 2021/22 Fiscal Year, Staff was responsible for over \$126,902 in savings to the District and its Rate Payers.***

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.

**COVID-19** – As reported at the December 2021 Board Meeting, the Governor’s water service lock forbearance ordinance expired on December 31<sup>st</sup>, and the District received a check for \$47,746.22 for water arrearages between March 4, 2020 and June 15, 2021 from the California Water and Wastewater Arrearage Payment Program administered by the State Water Resources Control Board (SWRCB). The District has applied the funds to delinquent customer’s accounts as credits. We have also sent letters to all these customers letting them know that we have applied this credit to their account. We are also preparing the Report for submittal to the SWRCB documenting our expenditure of those funds. We have also reinstated the District’s lock policy and sent letters to customers who are still delinquent on their account, that they will be locked in March unless they make arrangements for payment. There were also six accounts that were delinquent, who we’ve heard nothing from and phone is disconnected, etc. We have locked these customers for abandonment of service.

As previously reported, the Wastewater Arrearages Program also has sufficient funds to cover wastewater arrearages. The State has opened the application period for submittal of Wastewater arrearages. The District has submitted an application, and for the period from March 4, 2020 to June 15, 2021, there are 181 accounts with a total of \$25,656.83 in arrearages. We hope to receive this payment in the next few months and will apply it to the associated accounts.

The Governor's new Covid Leave law went into effect on February 19<sup>th</sup> but is retroactive to January 1. It applies to any public or private organization with more than 26 employees. It requires 40-hours of paid Covid leave for isolation/quarantine/testing/boosters and other non-positive covid time and an additional 40-hours of positive covid test leave time for the employee or family member the employee needs to provide care to. The program currently sunsets on September 30, 2022. The District is setting up and implementing the program, and is currently working through applying retroactive covid leave and refunding used sick leave for covid related time since January 1.

At this Board Meeting (and for the foreseeable future) we are once again reconfirming the resolution to conform to the requirements of AB361 for remote meetings.

**4.5 Gallon Water Tank Project** – The District continues work on this Project with Kennedy Jenks (KJ) and their subconsultants. We received some very good news this month, FEMA adopt a Finding of No Significant Impact (FONSI) for their National Environmental Protection Act (NEPA) review, they released Phase 2 funding for the project, which will allow us to finish the design and construction! They also approved the increase in funding, and FEMA/CalOES will provide \$7,748,857.50 in grant funding and the District will match with \$2,582,952.50 in funding for this \$10M project. So **VERY GOOD NEWS!**

Given the approval of the Phase 2 funds, this puts pressure on the closing the land purchase. As previously reported, the District has been working on the purchase from American Hospital Management Corp. (AHMC) for six years. Offers have been made, and we are still waiting on final approval of the Purchase Agreement drafted by District Legal Counsel. The District did agree to requests from AHMC to grant pedestrian access across the acquired land to allow for future access to the park in our offer. We also granted a drainage easement across District property in the Purchase Agreement. The revised Purchase Agreement was forwarded to Mr. Shaw on August 18<sup>th</sup> and is for the purchase of approximately 6.5 acres for \$253,511. We have asked District Legal Counsel to inform AHMC's lawyers that if we can't move toward final review and approval of the Purchase Agreement within the next few weeks, the District will move forward with acquiring the property through the eminent domain process. If required, we will reinstate discussions with Michael Colantuono to move forward with eminent domain.

**Water and Sewer Mainline Master Plan Phase 3c** – As discussed at the December 2021 Board Meeting, the District has contracted with GHD for the first mainline replacement design for the replacement of the water and sewer mains on Central Avenue between Sutter and Hiller.



Both the water and sewer lines in this section are asbestos cement (AC) dating from the early 1970's. The sewer lines in particular are degrading and in urgent need of replacement. Since we are replacing the sewer lines in this section, it would likely be most efficient and economical to replace the AC waterlines as well. We will complete the design and permitting in 2022 and bid the project at the end of 2022 for construction in 2023. \$2M in the water bond sales and \$2M in the wastewater bond sales will fund this project.

**SRF Energy Efficiency WWMF Micro-grid Project** – As the Board is aware, work has started on the installation of the microgrid at the Wastewater Management Facility (WWMF). The current schedule has the construction completed in March 2022, and the solar portion of the facility brought on-line in April 2022. The battery portion of the project has been delayed due to Covid, but is currently scheduled to show up in April and the complete system brought on-line in June.

**TESLA Batteries** – Tesla has completed the battery installations at our Ramey/North Bank Water Pump Station and Fischer Sewer Lift Station sites and the final commissioning is completed. We have received the Permission to Operate from PG&E for the North Bank/Ramey Pump Station and are waiting on the final PG&E inspection for the Fischer site.

**Mad River Restoration Project** – The grant funding for the final design and construction of the Mad River Restoration has been secured by CalTrout from NOAA, the Wildlife Conservation Board, USFWS and the State Coastal Conservancy in the amount of approximately \$1.53M. Permits have been finalized, including finalizing the Coastal Development Permit requirements from the Coastal Commission. Meanwhile, CalTrout is moving forward on the final design and construction bid documents. It is expected that the work will go out to bid this spring and will be performed from August 15 through October 15, 2022. The District is also working with Chris Turner, a local restoration contractor and CalTrout to build river access point with the funds from the Habitat Conservation Grant the District obtained.

**Sewer Undercrossing Project** – The same day we got the good news on the 4.5MG tank we got bad news on the sewer crossing project. We received a letter from CalOES stating we did not conform to Federal Procurement regulations in awarding the engineering work to GHD. Their stance is that since GHD helped with the grant application they had an unfair advantage in obtaining the design work. CalOES is requiring the Finance Director and GM to attend a procurement training, submit our procurement manual, and we cannot let GHD work on any further portions of this project. This likely means that we need to develop a new Request for Qualification for Engineering and Environmental services for this project, which will delay the project yet again. This Policy also puts an undue burden on small Districts like ours, where we don't have the internal resources to develop these detailed applications, and engineering firms won't want to help with the application if it means they can't bid on the final project. I have reached out to Seneter McGuire's offices as well as Representative Huffman's office and have talked to Staff about that issue. We have also reached out to California Special District Association (CSDA) staff to discuss this issue with them.

Meanwhile, FEMA still needs to complete their National Environmental Policy Act (NEPA) review and issue a Finding of No Significant Impact (FONSI) to release the Phase 2 funding of the grant to fund the final design and construction. We had updated the Benefit Cost Analysis (BCA) when we submitted the request for additional funding. We have heard back from CalOES that they have approved the updated BCA and submitted it with the final funding request to FEMA in November 2021. We have also heard from CalOES that the NEPA process review has been started by FEMA, but we have yet to hear any schedule for completion.

**Pialorsi Ranch Property** – Andy Titus, the current leaseholder for the Fischer and Pialorsi properties has been farming the upper areas of the Fischer & Pialorsi properties in January/February 2022. He has cut them and will seed them. He will likely plant corn on the lower fields after they dry out. Operations Director Henry continues to coordinate with Mr. Titus on working on both properties and it has been a good working relationship.

**Reporting by Sheriff's office, County Public Work, County DHHS** – A regular meeting has been scheduled with President Couch, GM Kaspari, Supervisor Madrone, and the new MMAC Chair, Bonnie Oliver, to occur on the fourth Monday of every month to discuss various topics of concern to all three organizations and the community. This month the meeting did not happen as we are still working out the scheduling.

**Grant Applications** – The McCluski Tanks and the Mad River Crossing Hazard Mitigation grant applications were submitted to CalOES in March. We just heard in December that both projects have been forwarded on by CalOES to FEMA for funding. We have not received the grant agreements yet, but it looks like both of those projects will be 75% grant funded.

Meanwhile the next HMG release was announced in November and an NOI was submitted for the upgrade of the Fischer Sewer Lift station. Operations Director Henry and the GM had a phone call with CalOES and their review contractor and we were informed that the NOI will be approved. The full application is due April 08, 2022 and District Staff is working on completing and submitting the application in-house. This should save the District approximately \$30,000 in fees.

**Meetings** –The General Manager attended numerous meetings as usual. The meetings in February included two County Multifamily Rezoning informational meetings, the Planning Commission Meeting to approved the Conditional Use Permit extension for the Mad River Restoration Project, a MMAC Meeting, several Microgrid construction meetings, the design meetings for the Central Avenue Water & Sewer replacement project, several Mad River Restoration project design meetings, a grant administration workshop for the BMX grant from the State, several Rotary meetings, two North Coast Resource Partnership Technical Review Committee meetings, the monthly meeting with Green Diamond and TPL on the Community Forest, a meeting with Green Diamond and Mountain Bike folks to discuss their trail permit with GDRC that extends on to Community Forest land, a meeting to review potential cell tower

locations at our Hiller properties, and several ASDWA Lead & Copper Rule Symposiums to review the new Lead & Copper Rule requirements.

**Attachments:**

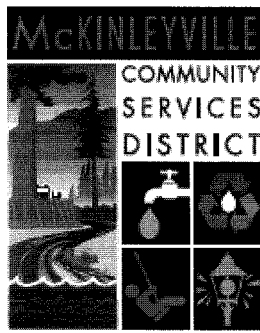
- Attachment 1 – WWMF Monthly Self-Monitoring Report

**PHYSICAL ADDRESS:**

1656 SUTTER ROAD  
McKINLEYVILLE, CA 95519

**MAILING ADDRESS:**

P.O. BOX 2037  
McKINLEYVILLE, CA 95519



mckinleyvillecsd.com

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**PARKS & RECREATION OFFICE:**

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

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

February 14, 2022

RE: MONTHLY MONITORING REPORT

Dear Justin:

Enclosed is the Monthly Monitoring Report for January 2022 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
<b>Monitoring Location EFF- 001</b>								
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
<b>Monitoring Location LND-001, REC-001</b>								
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 month of January are as follows. Median was <1.8 and a Maximum of 13. 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.

Monitoring for Bis Phthalate at EFF-001 was not conducted in January due to lab error (lab forgot to run the sample). See Attached Letter from Basic Lab. Justin was notified on 2/15/2022 when District learned of error by the lab.

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

**JANUARY 2022**

Discharge Monitoring DATE	M-INF INFLUENT MGD	M-001 EFFLUENT MGD	002 LND-001 MAXIMUM GPM	002 LND-001 N.POND MGD	002 LND-001 S.POND MGD	004 REC-001 FISCHER UPPER MGD	003 REC-001 FISCHER LOWER MGD	006 REC-001 PIALORSI MGD	005 REC-001 HILLER MGD	IRRGATE TOTAL MGD	001 EFF-001 RIVER MGD
1	0.946	1.025	939							0.000	1.025
2	1.000	1.020	965							0.000	1.020
3	1.005	1.016	981							0.000	1.016
4	1.112	0.997	993							0.000	0.997
5	1.090	1.246	1465							0.000	1.246
6	1.064	1.379	1698							0.000	1.379
7	1.109	1.348	1206							0.000	1.348
8	1.089	1.350	1226							0.000	1.350
9	1.091	1.358	1366							0.000	1.358
10	1.005	0.746	1456							0.000	0.746
11	0.974	0.000	0							0.000	0.000
12	0.966	0.621	926							0.000	0.621
13	0.933	1.098	1032							0.000	1.098
14	0.912	1.290	1164							0.000	1.290
15	0.928	1.329	1351							0.000	1.329
16	0.954	1.374	1460							0.000	1.374
17	0.967	1.306	1274							0.000	1.306
18	0.902	1.153	1410							0.000	1.153
19	0.884	1.053	975							0.000	1.053
20	0.874	1.046	1002							0.000	1.046
21	0.871	1.049	1004							0.000	1.049
22	0.892	1.045	1053							0.000	1.045
23	0.937	1.048	1102							0.000	1.048
24	0.881	1.050	1156							0.000	1.050
25	0.862	1.054	1083							0.000	1.054
26	0.877	1.047	990							0.000	1.047
27	0.848	1.047	981							0.000	1.047
28	0.841	1.049	1093							0.000	1.049
29	0.867	1.047	1022							0.000	1.047
30	0.925	1.046	1042							0.000	1.046
31	0.863	1.052	1100							0.000	1.052
<b>TOTAL</b>	<b>29.469</b>	<b>33.289</b>		<b>0.000</b>	<b>0.000</b>	<b>0.000</b>	<b>0.000</b>	<b>0.000</b>	<b>0.000</b>	<b>0.000</b>	<b>33.289</b>
<b>AVERAGE</b>	<b>0.951</b>	<b>1.074</b>	<b>1113</b>	<b>0.000</b>	<b>0.000</b>	<b>0.000</b>	<b>0.000</b>	<b>0.000</b>	<b>0.000</b>	<b>0.000</b>	<b>1.074</b>
<b>MAXIMUM</b>	<b>1.112</b>	<b>1.379</b>	<b>1698</b>	<b>0.000</b>	<b>0.000</b>	<b>0.000</b>	<b>0.000</b>	<b>0.000</b>	<b>0.000</b>	<b>0.000</b>	<b>1.379</b>
<b>MINIMUM</b>	<b>0.841</b>	<b>0.000</b>	<b>0</b>	<b>0.000</b>	<b>0.000</b>	<b>0.000</b>	<b>0.000</b>	<b>0.000</b>	<b>0.000</b>	<b>0.000</b>	<b>0.000</b>
<b>DAYS</b>	<b>31</b>	<b>30</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>30</b>

DAYS WITH NO DISCHARGE = 1

**McKINLEYVILLE COMMUNITY SERVICES DISTRICT WASTEWATER MANAGEMENT FACILITY MONITORING DATA**

MONTH: January 2022

DATE	INFLUENT FLOW			EFFLUENT FLOW		EFFLUENT MONITORING		EFFLUENT MONITORING			EFFLUENT MONITORING			EFFLUENT MONITORING			EFFLUENT MONITORING			
	Flow MGD	Flow MGD	Flow MGD	Flow MGD	Flow MGD	Flow MGD	Flow MGD	Flow MGD	Flow MGD	Flow MGD	Flow MGD	Flow MGD	Flow MGD	Flow MGD	Flow MGD	Flow MGD	Flow MGD	Flow MGD	Flow MGD	
1	0.946	1.025	939	2210	1056															
2	1.000	1.020	965	1920	893															
3	1.005	1.016	981	1740	796															
4	1.112	0.997	993	8700	3933															
5	1.090	1.246	1465	10200	3125															
6	1.064	1.379	1698	8240	2178															
7	1.109	1.348	1206	7240	2695															
8	1.089	1.350	1226	8170	2991															
9	1.091	1.358	1366	5990	1968															
10	1.005	0.746	1456	4910	1514															
11	0.974	0.000	0	4120	N/A															
12	0.966	0.621	926	3670	1779															
13	0.933	1.098	1032	3230	1405															
14	0.912	1.290	1164	3000	1157															
15	0.928	1.329	1351	2610	867															
16	0.954	1.374	1460	2230	686															
17	0.967	1.306	1274	1930	680															
18	0.902	1.153	1410	1700	541															
19	0.884	1.053	975	1500	691															
20	0.874	1.046	1002	1330	596															
21	0.871	1.049	1004	1220	545															
22	0.892	1.045	1053	1110	473															
23	0.937	1.048	1102	977	398															
24	0.881	1.050	1156	920	357															
25	0.862	1.054	1083	858	356															
26	0.877	1.047	990	774	351															
27	0.848	1.047	981	715	327															
28	0.841	1.049	1093	666	274															
29	0.867	1.047	1022	511	224															
30	0.925	1.046	1042	417	180															
31	0.863	1.052	1100	400	163															

**MONTHLY TESTS EFF-001 DISCHARGE TO RIVER**

Ammonia Impact	Ammonia	Alkalinity	Hardness	Phosphates	Bis Phthalate	Carbon Tetrachloride	Chlorobromomethane	Dichlorobromomethane	Turbidity % Inflow
0.07	1.10	130	95	5.50	Lab Error	ND	ND	DNQ 29	N/A

MONTHLY RIVER RSW									
TSS	Ammonia	Chloride	Turbidity	TDS	Ammonia	Chloride	Turbidity	TSS	Ammonia
59	59	ND	21.7	77	59	ND	14.7	59	ND

MONTHLY RIVER RSW-002									
BOD	TSS	BOD	TSS	BOD	TSS	BOD	TSS	BOD	TSS
7	1	7	1	7	1	7	1	7	1

ACUTE TOXICITY									
Date	Species	TSI	Pass/Fail	Remarks					
1/3/2022	Rainbow Trout	Pass	Pass	Lab forgot to run the sample. Notified Justin and added it to cover letter along with letter from Basic Lab.					