



# **MANILA COMMUNITY SERVICES DISTRICT**

## **Agenda of Regular Meeting Tuesday August 20<sup>th</sup>, 2024 6:30 p.m.**

### **Manila Community Center, 1611 Peninsula Drive Room A**

*Posted by Saturday August 17<sup>th</sup>, 2024 6:30 p.m.*

*This meeting is accessible remotely via Zoom <https://us02web.zoom.us/j/3742372467> and phone-in @ 669-900-6833. Unless otherwise noted, all items on the agenda are subject to action by the Board of Directors. Time specific items (if any) are noted on the applicable agenda item and will be discussed at that time or as soon after that time as practical. It is planned to record this meeting so that it is accessible by the public.*

**1. ROLL CALL, DETERMINE QUORUM:**

**2. APPROVE AGENDA:**

**3. PUBLIC INPUT / PETITIONS / ANNOUNCEMENTS:** *The public is invited to present petitions, make announcements, or provide other information to the Board on matters **not** on the agenda. The Board may uniformly impose a time limit of 3 minutes for individual presentation to assure every subject is heard. By public law, the Board cannot take action on items not on the agenda.*

**4. BUSINESS ACTION ITEMS:**

a) **Consideration of Redwood Coast Montessori Lease Amendments (Rev. 5)**

**5. CONSENT CALENDAR:** *(Items may be pulled for future consideration) – Amendments or corrections should be received in writing prior to approval.*

a) **Draft Minutes of June 18<sup>th</sup>, 2024**

b) **Receive Disbursements: June 18<sup>th</sup> - to date**

**6. BOARD DISCUSSION ITEMS:**

a) **Committee Member Updates/Reports**

b) **General Manager's Report**

**7. INCOMING COMMUNICATIONS**

**8. ADJOURNMENT:**

*If open session items cannot be completed by 8:30 P.M., the meeting may be adjourned to the next regular meeting or the Board may vote to extend the meeting. A request for disability-related modification or accommodation, including auxiliary aids of services, may be made by a person with a disability, who requires a modification or accommodation in order to participate in the public meeting, by contacting the Manila CSD General Manager at least 24 hours prior to commencement of the meeting.*



Manila Community Services District Board of Directors

## Agenda Summary

August 20, 2024

\*\*\* It should be noted that the GM's personal residence is adjacent to the subject property \*\*\*

### Consideration of Redwood Coast Montessori Lease.

**Summary:** The board approved a 1-year extension to RCM's lease May 2024 and staff was directed to return the lease within 12 months for further consideration. Staff and the Finance Officer then met and collaborated with Lessee to arrive at the following:

1. All changes previously adopted by the board, including rate increase and updates to Exhibit A.
2. Added \$0.20 per sq ft for undeveloped space to be used by Temp Structures (1920sf).
3. Language limiting facility use for school-related events to 10 per year (outside of lease terms).

At the June 18<sup>th</sup>, 2024 meeting, there was no consensus on item 3. and staff was directed to negotiate directly with the Lessee which resulted in striking language from Section 9.2 limiting facility usage. All other lease terms remain unchanged including the below schedule of fees:

				Developed		Undeveloped		Total
				Lease	\$/sf	Lease	\$/sf	
Year 1	07/01/25 - 06/30/26	2025		\$ 7,980	\$ 0.601	\$ 384.00	\$ 0.200	\$ 8,364
Year 2	07/01/26 - 06/30/27	2026		\$ 8,100	\$ 0.610	\$ 389.76	\$ 0.203	\$ 8,490
Year 3	07/01/27 - 06/30/28	2027		\$ 8,221	\$ 0.619	\$ 395.61	\$ 0.206	\$ 8,617
Year 4	07/01/28 - 06/30/29	2028		\$ 8,345	\$ 0.628	\$ 401.54	\$ 0.209	\$ 8,746
Year 5	07/01/29 - 06/30/30	2029		\$ 8,470	\$ 0.638	\$ 407.56	\$ 0.212	\$ 8,877

The board may pull this item for reconsideration at a future date or take action on a recommendation:

Recommended Motion:

I move/second to approve RCM's 5-year lease as presented (or as amended). **Vote:**\_\_\_\_\_

Alternate Motion:

I move/second to direct staff to present a closed session for future RCM Lease negotiations. **Vote:**\_\_\_\_\_

**Attachments:** DRAFT RCM School Lease Agreement 2025-2030r5

## FACILITIES USE AND LEASE AGREEMENT 2025-2030

THIS FACILITIES USE AND LEASE AGREEMENT (“Lease” or “Agreement”) dated as of July 1, 2025 (“Effective Date”) is entered into between MANILA COMMUNITY SERVICES DISTRICT, a California special district (“Lessor”) and Redwood Coast Montessori School (“Lessee”). This Lease amends and restates in its entirety the original written Lease between the Parties (including any amendments thereto) and any other written or oral agreements between the Parties relating to the Property. Where joint reference is intended Lessor and Lessee are hereinafter referred to as the “Parties.”

### Recitals

A. WHEREAS, Lessor is the owner of that certain real property with improvements, commonly known as the Manila Community Center in Manila, California (“the Property”), and more particularly depicted in **Exhibit A** attached hereto.

B. WHEREAS, Lessee seeks to lease from Lessor a portion of the Property, depicted as North Wing and South Wing classrooms on **Exhibit A** (referred to herein as the “Classrooms”) for Lessee’s exclusive use;

C. WHEREAS, Lessee also seeks to lease from Lessor a portion of the common areas of the Premises, depicted on Exhibit A as the Main Hall, Kitchen, Boys #7, Girls #5, House A, Parking Lot, Playfield and Garden area at the west end of the North Wing, (collectively referred to herein as the “Common Areas”) for Lessee’s non-exclusive use; and

D. WHEREAS, Lessor is willing to lease the Classrooms and the Common Areas located on the Property subject to the terms and conditions of this Lease and the appended Exhibits.

E. WHEREAS, Lessee and Lessor acknowledge the Property contains certain deed restrictions and covenants prohibiting the restriction of coastal access.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and incorporating the forgoing recitals of fact as material terms herein, the parties hereby agree as follows:

### Agreement

#### Section 1. Leased Premises

Lessor leases to Lessee and Lessee leases from Lessor the Classrooms and non-exclusive use of the Common Areas, as defined in Recitals B and C, above, and depicted on **Exhibit A**. The Classrooms and Common Areas shall be collectively referred to herein as the “Premises”. Lessee shall have exclusive use of the Classrooms for the term

of this Agreement except for the District's use of space for District Board Meetings or other uses as required. Lessee shall have the non-exclusive right to use the Common Areas, as more particularly described in Section 9, below.

## Section 2. Term

2.1. Lease Term. This Lease shall be effective from **July 1, 2025** (the "Effective Date") **through June 30, 2030**, unless terminated earlier in accordance with this Lease.

## Section 3. Use of Premises

Lessee shall use and occupy the Premises solely for the operation of a Charter School for grades Kindergarten through Eighth Grade, and its related educational programs including the Manila Community Resource Center and in accordance with Lessee's charter and the Education Code.

The Lessee agrees to limit use of the Premises, including RCM enrollment and daily Community Center activities to the designed capacity of the north and south wings. The original capacity of the north and south wings is based on 25 students multiplied by 8 classrooms (200 students).

## Section 4. Rent and Deposit

4.1. Rent. Lessee shall pay to Lessor at the address set forth in Section 17, below **Eight Thousand, Three Hundred – Sixty Four (\$8,364)** per month for use of the Classrooms, Office Space, Kitchen, Common Areas (collectively referred to as "Rent"). Rent shall be paid by the 5th business day of each month, commencing on **July 1, 2025**. Additionally, rent will increase annually at a rate of 1.50% beginning **July 1, 2026** through **July 1, 2029** as follows: **July 1, 2026 (\$8,490)**, **July 1, 2027 (\$8,617)**, **July 1, 2028 (\$8,746)** and **July 1, 2029 (\$8,874)**. The rates are based on 13,278 square feet of developed space multiplied by the rate **\$0.601** psf plus 1,920 square feet of undeveloped space for Temporary Structures (see section 9.5) at \$0.20 psf, both of which escalate 1.50% annually.

4.2 Late Charges. If any sum due is from Lessee is not received by Lessor within 14 business days of when due, Lessee shall pay to Lessor a late charge equal to five percent (5%) or seventy-five dollars (\$75.00), whichever is greater. The Parties agree that the late charge represents a fair and reasonable estimate of the costs Lessor will incur because of late payment by Lessee.

4.3 Deposit. [ Waived].

## Section 5. Maintenance, Repairs and Cleaning

5.1 Maintenance. Except as otherwise provided in this Agreement, during the Lease Term, Tenant accepts repairs of all maintenance issue caused by Tenant or its invitees. Tenant accepts minor repairs of plumbing, electrical, and HVAC systems up to \$500 per incident with Landlord responsible for all major repairs above \$500 per incident. For instance, Tenant will change filters on the furnace with Landlord responsible for replacing the furnace if total replacement is needed. Tenant will also maintain the fields surrounding the building in exchange for using the fields as play areas. Lessee, at its sole expense, shall be responsible for the costs of installation, maintenance and removal of systems or improvements made solely for the purposes of supporting Lessee's activities, including security, fire alarm and communication systems.

Lessor, at its expenses, shall maintain and repair the existing heating, and ventilation system, installed sprinklers, installed sewage system, electrical, installed water supply, foundation, roof, exterior walls and other structural members of the Premises. Lessee shall provide written notice to Lessor of any maintenance required under this section.

5.2. Repairs/Destruction of Premises. Lessor shall have ten (10) days after receiving notice from Lessee to perform any needed maintenance not attributable to the actions of Lessee, except that Lessor shall perform its obligations immediately if the nature of the needed maintenance presents a hazard or emergency, substantially interferes with Lessee's use of the Premises, or otherwise prevents Lessee from the regular use of the premises for school purposes. In the event of any damage or destruction to the Premises necessitating repairs estimated to cost in excess of Ten Thousand Dollars (\$10,000.00) and which results in the dispossession and/or inability of Lessee to occupy the Premises for a period of ten (10) days or longer, during any such period of disruption or dispossession that lasts beyond the ten (10) days permitted for repairs, Lessee shall not be responsible for daily rent for so long as such disruption continues past the ten (10) day period. Furthermore, in the event of any damage or destruction to the Premises necessitating repairs estimated to cost in excess of Ten Thousand Dollars (\$10,000.00) and which will result in the dispossession and/or inability of Lessee to occupy the Premises for a period of ten (10) days or longer, Lessor may chose, in Lessor's sole and absolute discretion, to terminate the Lease immediately and refund any pre-paid rent to Lessee and Lessor shall have no further obligation(s) to Lessee under this Lease. The Lessee shall be responsible for repairing any damage to the Premises that is attributable to the activities of the Lessee, its agents, employees and/or permitted occupants. The Lessee shall have ten (10) days to make the appropriate repairs or replacements after receiving a written request from the Lessor.

5.3. Cleaning. Lessee at its sole cost and expense shall provide routine custodial services for the interior of the Classrooms and restrooms. The Lessee at its sole cost and expense shall provide routine custodial service and maintenance of all common areas necessary to sustain the area and Premises in the same condition as of the commencement date of this Lease. If a private or Civic event is authorized by Lessor, Lessor at its sole cost and expense shall provide custodial service and maintenance of

these common areas necessary to sustain the area and Premises in the same condition as of the commencement date of this Lease.

#### Section 6. Utilities

Lessee shall be solely responsible for payment of electrical (PG&E), propane gas, telephone services, internet, and any other services delivered to the Premises for the sole use of Lessee.

#### Section 7. Alterations and Improvements

Lessee shall not construct any improvements or make any alterations to the Premises without Lessor's prior written consent. All such approved alterations or improvements shall be made at the sole cost and expense of the Lessee, and except as otherwise agreed by Lessor in writing, the same shall become the property of the Lessor at no cost to Lessor. The Lessee shall obtain any and all necessary permits and approvals from appropriate governmental agencies prior to constructing any such improvements or alterations.

#### Section 8. Signs

With Lessor's approval, which shall not be unreasonably withheld, Lessee may erect and maintain on the Premises at Lessee's sole cost and expense, signs relating to the conduct of its business during the term of the Agreement. Any signs and the location thereof shall be subject to prior written approval of the Lessor.

#### Section 9. Common Areas

Common Areas are available for limited free use by lessee for school events and may require payment for other uses.

9.1 Parking. Lessee and Lessee's employees and invitees shall be entitled to use all designated vehicle parking spaces on the Property. Lessee acknowledges that the parking lot is a shared use parking lot and shall not prohibit other users of the Property from using the vehicle parking spaces on the Property.

9.2 Main Hall. Lessee acknowledges that the Main Hall is a shared use facility for public events and other civic uses. Lessee shall have use of the Main Hall during the hours of 7 a.m. to 5 p.m. during school days and at other times when it is not being used to accommodate special community or civic events or private rentals. Lessee shall be allowed 10 (Ten) school-related special events free of charge during each school session, annually, outside of the lease hours depicted above. Additional events or use outside of these parameters will incur additional rental fees at current rental rates for the general public.

9.3 Kitchen. Lessee acknowledges that the kitchen is a shared use facility and is currently being operated as a commercial kitchen available for rent by members of the public. Lessee shall be entitled to use the Kitchen for a school lunch program and other incidental uses during the hours of 7 a.m. to 5 p.m. during school days and at other times when it is not being used to accommodate special community or civic events or private rentals. In the event that Lessee causes the hood fire suppression system in the Kitchen to be activated, Lessee shall be liable for payment of the cost to recharge the system.

9.4 Restrooms. Lessee shall have the exclusive use of the restrooms depicted on Exhibit A as Boys #7 and Girls #5 during the hours of 7 a.m. to 5 p.m., Monday through Friday. Lessee acknowledges that the restrooms may be used by other users of the Property during all other days and hours. Lessee will be responsible for their own toilet paper, soap, paper towels and other consumables. Lessor shall replace any used materials in kind that are consumed outside hours listed above. Lessor will also leave facility in the same functional condition as of the commencement date of this Lease.

9.5 Garden Area. Lessee shall be entitled to use Garden Area at the west end of the North Wing as depicted on Exhibit A during the hours of 7 a.m. to 5 p.m., Monday through Friday. Lessee acknowledges that the Garden Area is a shared use area which is open to the public for recreational purposes and that Lessee's use during the hours specified in this Section is non-exclusive.

9.5 Temporary Structures. Lessee shall be entitled to install (2) temporary structures of approximately 24' by 40' each for the duration of this Lease for exclusive use by Lessee, at Lessee's sole expense. Lessee shall be solely responsible for all costs of installation, maintenance and removal of the temporary structures.

9.6 House A: The Lessee acknowledges that "House A" has been created primarily for Manila Community Resource Center activities. While the building may be used for school activities on an as-needed basis, it is not regularly scheduled for classroom use. During school hours, the building may be used for Resource Center activities that are appropriate and safe for a school environment. Lessee shall have use of House A during school days and at other times when it is not being used to accommodate special community or civic events or private rentals.

9.7 Scheduling Use of Common Areas. Lessee and Lessor shall maintain a shared online calendar to schedule use of the Common Areas in order to avoid conflicts with other users of the Common Areas.

## Section 10. Warranties of Title and Quiet Possession

Lessor covenants and represents that it has the full right and power to execute and perform this Agreement and that Lessor has a fee simple interest in the Property. Subject

to the limitations stated in this Lease, Lessee shall have quiet and peaceable possession of the Premises during the term of this Agreement for all purposes contemplated by this Agreement.

#### Section 11. Lessor's Right of Entry

Lessee shall permit Lessor or Lessor's agents, representatives, or employees to enter the Premises at all reasonable times and with the purpose of inspecting said Premises to determine whether the Lessee is complying with the terms of this Lease and for the purpose of doing other lawful acts that may be necessary to protect the Lessor's interest in said Premises under this Agreement, or to perform Lessor's duties under this Lease, including but not limited to, posting notices, making any necessary repairs, alterations or additions to any portion of the Premises.

#### Section 12. Issuance of Keys

Lessee shall provide at least one (1) set of keys to Lessor to any leased rooms where the locks have been changed for the purposes described in Section 11. Keys provided by Lessor to Lessee shall not be duplicated without prior written consent of Lessor which shall not be unreasonably withheld, and use of the key is limited to use by the Lessee and its agents and employees in accord with the terms of this Lease. Upon termination of this Lease, all keys are to be returned to the Lessor.

#### Section 13. Subletting and Assignment

Lessee shall not at any time voluntarily or by operation of law, assign, sublet or otherwise transfer all or any portion of Tenant's interest in this Agreement or the Premises without the express written consent of Lessor.

#### Section 14. Limitation of Liability and Indemnity

14.1 Liability. Lessor shall not be liable for injuries to any person or damage to any property sustained by the Lessee or by any third party arising in any way out of the Lessee's use, operation or occupancy of the Premises.

14.2 Indemnity. The Lessee covenants and agrees to indemnify, defend, and hold harmless the Lessor and Lessor's employees, agents, and affiliates from and against any and all claims, costs, damages and liabilities of every kind or nature arising from or in connection with any and all injuries to persons (including, without limitation, death) or damage to property in, on, or about the Premises, or any portions thereof, or resulting from Lessee's use of the Premises, in whole or in part.

#### Section 15. Insurance

15.1 Workers' Compensation Insurance. Lessee shall maintain workers'



compensation insurance as required by the laws of the State of California.

15.2. Commercial General Liability Insurance. Lessee shall maintain commercial general liability insurance covering Lessee against claims of bodily injury and property damage arising out of the use, occupancy or maintenance of the Premises. Such insurance shall be on an occurrence basis with minimum coverage of \$1,000,000 (one million dollars) per incident with an annual aggregate of not less than \$2,000,000. Such policy shall name Lessor and its officers, agents and employees as additional insured on the policy. Lessee shall provide Lessor with proof of insurance prior to entering the Premises. The insurance policy shall not be cancelled, reduced or amended by Lessee during the Term of the Agreement without prior written consent of Lessor.

## Section 16. Default

16.1 Default. The occurrence of any of the following shall constitute a default ("Default") by Lessee under this Agreement:

A. The failure of Lessee to pay rent and/or other pro rata share or amounts of money due and owing to Lessor hereunder when and as the same becomes due and the continuation of such failure for a period of thirty (30) days after receipt of written notice from Lessor to Lessee specifying the nature of such failure.

B. The failure by Lessee to observe or perform any of the non-monetary covenants or provisions of this Agreement to be observed or performed by Lessee, where such failure has continued for a period of thirty (30) days, after receipt of written notice from Lessor to Lessee.

Lessor shall be in default and in material breach of this Agreement if Lessor fails to perform any obligation required by this Agreement within a reasonable time, but in no event later than thirty (30) days after receipt of written notice by Lessee to Lessor specifying wherein Lessor has failed to perform such obligation.

### 16.2 Remedies on Default.

A. Lessee's Default. In the event of a Default by Lessee, Lessor, in addition to any and all remedies Lessor may have at law or in equity, shall have right of reentry using all lawful means and may remove all persons and property from the Premises. The property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee. Should Lessor elect to re-enter the Premises, as herein provided, or to take possession pursuant to legal proceedings, and there after re-let the Premises to another Tenant, and if Lessor pursues legal action to obtain the rent which would have been due under Lessee's lease term, then any rent received from a new Tenant during Lessee's lease term will be applied as a credit to Lessee for any further monies owed by Lessee to Lessor. Lessee waives all claims for damages which may be

caused by reentry and the taking of possession of the Premises or removal or storage of any property as herein provided. Furthermore, no such entry will be considered or construed to be a forcible entry. Should Lessor at any time terminate this Lease for any default, in addition to any other remedy it may have at law Lessor may recover the balance of any unpaid Rent for the remainder of the Term of the Agreement plus any reasonable expense to restore the Premises to the layout or configuration of the Premises at the time of initial deliver of the Premises to Lessee.

B. Lessor's Default. In the event of a Default by Lessor, Lessee may, at any time thereafter without limiting Lessee in the exercise of any right or remedy at law or in equity which Lessee may have by reason of default and subject to the limitations stated in this Lease, terminate the Lease with no further obligation to Lessor upon the provision of thirty (30) days written notice to Lessor to cure any default should Lessor fail to cure the default during said time period.

16.3 Attorneys Fees. In any action or proceeding by either party to enforce this Agreement or any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and all other costs incurred.

#### Section 17. Notices

Any notice required or permitted to be given hereunder shall be in writing and may be served personally or may be sent by registered or certified mail, return receipt requested, and shall be deemed given upon actual deliver or 72 hours after deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To Lessor: Manila Community Services District  
Attn: Christopher Drop  
1901 Park Street Arcata, CA 95521

To Lessee: Redwood Coast Montessori School  
Attn: Bryan Little  
P.O Box 6103, Eureka CA. 95502

The address to which any notice, demand or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

#### Section 18. Compliance with Laws

Lessee shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Lessor and Lessee shall each do all acts required to comply with all applicable laws, applicable ordinances, regulations and rules of any authority relating to their respective maintenance obligations as set forth herein.

#### Section 19. Surrender

Upon termination or expiration of the Term of this Agreement, Lessee shall peaceably and quietly quit and surrender the Premises to Lessor in good order and condition, ordinary wear and tear excepted.

#### Section 20. Holding Over

Any holding over by Lessee after the expiration of the Term of this Agreement, shall not be construed as a renewal of the term of this Agreement but shall constitute a month-to-month tenancy which may be terminated by either party upon thirty (30) days prior written notice, and shall otherwise be on the same terms and conditions herein set forth herein and at the Rent required to be paid by Lessee for the period immediately prior to the expiration of the term hereof.

#### Section 21. Severability

The invalidity of any portion of this Agreement shall not affect the remainder, and any invalid portion shall be deemed rewritten to make it valid so as to carry out as near as possible the expressed intention of the parties.

#### Section 22. Titles

The titles or headings to sections shall have no effect on interpretation of provisions.

#### Section 23. Waiver

The failure of Lessor to enforce a provision of this Agreement shall not be deemed a waiver for any purpose.

#### Section 24. Entire Agreement

This Agreement, together with each attached exhibit shall constitute the entire agreement of the parties, and may be modified only by a writing signed by the parties.

#### Section 25. Governing Law

This Agreement shall be governed by and construed in accordance with California law.

IN WITNESS HEREOF, the Parties have executed this Agreement on the date first written above.

LESSOR:

Manila Community Services District

By: \_\_\_\_\_  
Name: Meghan Ryan  
Its: President of the Board

LESSEE:

Redwood Coast Montessori School

By: \_\_\_\_\_  
Name: Bryan Little  
Its: Director

EXHIBIT A Revised 06/05/2024

1911 PENINSULA DR.

ARCATA CA 95521





# MANILA COMMUNITY SERVICES DISTRICT

## Minutes of Regular Meeting Tuesday May 21<sup>st</sup>, 2024

1. **ROLL CALL, DETERMINE QUORUM:** Broderick, Bachemin, Ryan (remote), Faulk-Kellogg and Muniz present. Staff present: GM Drop
2. **APPROVE AGENDA:** There were no changes to the agenda
3. **PUBLIC INPUT / PETITIONS / ANNOUNCEMENTS:**  
Dengler commented on sand being added to parking lot. Broderick announced Caltrans Meeting June 27<sup>th</sup> 5:30pm at Community Center.
4. **PRESENTATION ITEMS:** Justin Legge, Restoration Manager Friends of the Dunes  
There was no action on this item
5. **BUSINESS ACTION ITEMS:**
  - a) **Consideration of Redwood Coast Montessori Lease Amendments**  
\*\* Member Faulk-Kellogg stepped down from the dais for this item\*\*\*  
Ryan/Broderick to appoint C. Drop and B. Little as negotiators for revised lease. Vote: 4-0-1 w/ Faulk-Kellogg absent.
  - b) **Consideration of District Sponsoring Additional Speed Hump**  
Muniz/Faulk-Kellogg to sponsor additional speed hump. Vote: 5-0
  - c) **Auditor Contract: Approve Engagement Letter for FY2023**  
Muniz/Faulk-Kellogg to approve FY23 engagement letter. Vote: 5-0
6. **CONSENT CALENDAR:** (Items may be pulled for future consideration)
  - a) **Draft Minutes of May 21<sup>st</sup>, 2024**
  - b) **Receive Disbursements: May 21<sup>st</sup> - to date**
  - c) **Biennial Conflict of Interest Code certification – no changes required**
  - d) **Warrant to County Treasury for FY25 Budgeted Tax Allocations \$32,000**  
Muniz/Broderick to approve consent calendar without item b). Vote: 5-0  
Muniz/Faulk-Kellogg approve item b) contingent on clarifications to deleted deposits. Vote: 5-0
7. **BOARD DISCUSSION ITEMS:**
  - a) **Committee Member Updates/Reports**
  - b) **General Manager's Report**
8. **INCOMING COMMUNICATIONS** Letter from T. Dellas
9. **ADJOURNMENT:** 7:52

Recording of this meeting:

[https://us02web.zoom.us/rec/share/VxEYnux4LidsmWtQAE\\_m80xyuj5iVtkDiopDjEVosen910h9jL03WJt5QPCeerq9.LrljsBULirN788ka](https://us02web.zoom.us/rec/share/VxEYnux4LidsmWtQAE_m80xyuj5iVtkDiopDjEVosen910h9jL03WJt5QPCeerq9.LrljsBULirN788ka)

Passcode: yj#rTp2

\_\_\_\_\_  
Thia Bachemin, Secretary

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

\_\_\_\_\_  
Meghan Ryan, Board President

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

# Manila Community Services District

8/14/2024 12:19 PM

Register: 10117 · Coast Central Checking

From 06/18/2024 through 08/14/2024

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
06/18/2024		INTUIT	Payroll Expenses	Payroll Tax (s...	308.71	X		45,370.79
06/20/2024			12000 · Accounts Rece...	Deposit		X	7,923.48	53,294.27
06/20/2024			40000 · Water Income:...	Deposit		X	3,225.00	56,519.27
06/20/2024			12000 · Accounts Rece...	Deposit		X	9,276.11	65,795.38
06/20/2024		EFTPS	-split-	94-1653492	2,029.70	X		63,765.68
06/24/2024			-split-	Deposit		X	32,000.00	95,765.68
06/24/2024			12999 · Undeposited F...	Deposit		X	6,151.00	101,916.68
06/24/2024			12000 · Accounts Rece...	Deposit		X	11,254.27	113,170.95
06/24/2024			12000 · Accounts Rece...	Deposit		X	90.78	113,261.73
06/24/2024	2669	HANDLE IT JUNK ...	22000 · Accounts Paya...	Park Trail reno...	26,100.76	X	Park Grant	87,160.97
06/26/2024		Debit Card- CCCU	80000 · Sewer Dept. E...	Signs.com	120.04	X		87,040.93
06/26/2024	2675	gWorks	22000 · Accounts Paya...	invoice 2019-2...	804.00			86,236.93
06/26/2024	2676	PIERSON BUILDIN...	22000 · Accounts Paya...	CUST 1685	609.86		Sewer repairs	85,627.07
06/26/2024	2677	HUMBOLDT BAY ...	22000 · Accounts Paya...	May 1-31, 202...	7,403.23		Purch. water	78,223.84
06/26/2024	2678	VALLEY PACIFIC ...	22000 · Accounts Paya...	10366	162.17			78,061.67
06/26/2024	2679	HENSEL'S ACE HA...	22000 · Accounts Paya...	CUST 351	306.20			77,755.47
06/26/2024	2680	RECOLOGY HUMB...	22000 · Accounts Paya...	CUST 060790...	1,196.08			76,559.39
06/26/2024	2681	GHD	22000 · Accounts Paya...	INV 380-0052...	1,382.00			75,177.39
06/26/2024	2682	HORNE LLP dba C...	22000 · Accounts Paya...		198.23		Lihwap	74,979.16
06/26/2024	2683	Roto-Rooter	22000 · Accounts Paya...	Invoice 269912...	715.00		Pumpout	74,264.16
06/26/2024	2684	CBS LEASING CO...	22000 · Accounts Paya...	003-0610693-0...	544.44		Copier	73,719.72
06/26/2024	2685	KEENAN - HAJOC...	22000 · Accounts Paya...	CUST 26-5561...	1,077.64		Pump	72,642.08
06/27/2024			-split-	Quickbooks Su...	649.00	X		71,993.08
06/27/2024		QuickBooks Payroll ...	-split-	Created by Pay...	6,327.60	X		65,665.48
06/28/2024	dd	BACHEMIN, CYNT...	-split-	Direct Deposit		X		65,665.48
06/28/2024	dd	BRODERICK, JOHN J	-split-	Direct Deposit		X		65,665.48
06/28/2024	dd	DROP, CHRISTOP...	-split-	Direct Deposit		X		65,665.48
06/28/2024	dd	FAULK-KELLOGG,...	-split-	Direct Deposit		X		65,665.48
06/28/2024	dd	KITTLESON, KEN...	-split-	Direct Deposit		X		65,665.48
06/28/2024	dd	Muniz**, Danielle	-split-	Direct Deposit		X		65,665.48
06/28/2024	dd	RYAN, MEGHAN	-split-	Direct Deposit		X		65,665.48
06/28/2024	dd	WATSON, ALISHA L	-split-	Direct Deposit		X		65,665.48
06/30/2024			12000 · Accounts Rece...	Deposit		X	7,299.77	72,965.25
06/30/2024			90000 · Interest Earned	Interest		X	8.59	72,973.84
06/30/2024			60000 · Water Dept. E...	Service Charge	65.00	X		72,908.84
06/30/2024	06/26		66900 · Reconciliation ...	Balance Adjust...		X	0.01	72,908.85
07/01/2024			12000 · Accounts Rece...	Deposit			2,269.25	75,178.10
07/08/2024		Debit Card- CCCU	-split-	Amazon	47.40			75,130.70
07/08/2024		Debit Card- CCCU	-split-	Amazon	163.13			74,967.57
07/10/2024		VERIZON WIRELE...	-split-	Account #3420...	106.27			74,861.30

# Manila Community Services District

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Register: 10117 · Coast Central Checking

From 06/18/2024 through 08/14/2024

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
07/10/2024		INTUIT	Payroll Expenses	7/7/24 Direct D...	64.00			74,797.30
07/11/2024			-split-	Deposit			180.00	74,977.30
07/11/2024			12000 · Accounts Rece...	Deposit			5,907.80	80,885.10
07/11/2024		SDRMA Ancillary	60000 · Water Dept. E...	Auto-pay Augu...	2,819.32			78,065.78
07/11/2024		QuickBooks Payroll ...	-split-	Created by Pay...	6,239.21			71,826.57
07/11/2024		QuickBooks Payroll ...	-split-	Created by Pay...	7,478.99			64,347.58
07/12/2024		EFTPS	-split-	94-1653492	7,669.91			56,677.67
07/12/2024		DROP, CHRISTOP...	-split-	Direct Deposit		X		56,677.67
07/12/2024		KITTLESON, KEN...	-split-	Direct Deposit		X		56,677.67
07/12/2024		WATSON, ALISHA L	-split-	Direct Deposit		X		56,677.67
07/12/2024		KITTLESON, KEN...	-split-	Direct Deposit		X		56,677.67
07/12/2024		WATSON, ALISHA L	-split-	Direct Deposit		X		56,677.67
07/18/2024			12999 · Undeposited F...	Deposit			7,228.64	63,906.31
07/18/2024			12000 · Accounts Rece...	Deposit			5,692.67	69,598.98
07/18/2024		INTUIT	Payroll Expenses	7/12/24 Direct ...	13.00			69,585.98
07/18/2024	2686	gWorks	22000 · Accounts Paya...	invoice 2019-2...	497.00			69,088.98
07/18/2024	2687	KB Excavation LLC.	22000 · Accounts Paya...	INV 1041 2" bl...	4,950.00	Blowoff Valve		64,138.98
07/19/2024		EMPLOYMENT DE...	-split-	499-0210-9	13.00			64,125.98
07/19/2024		PACIFIC GAS AND...	80000 · Sewer Dept. E...	3428857410-5 ...	4,598.42			59,527.56
07/22/2024			12000 · Accounts Rece...	Deposit			7,905.70	67,433.26
07/22/2024			12000 · Accounts Rece...	ACH Returned ...	201.47			67,231.79
07/23/2024			12000 · Accounts Rece...	Deposit			2,451.28	69,683.07
07/23/2024	2688	EFTPS	-split-	94-1653492	2,102.01			67,581.06
07/24/2024		INTUIT	Payroll Expenses	Direct Deposit...	64.00			67,517.06
07/25/2024		QuickBooks Payroll ...	-split-	Created by Pay...	6,258.95			61,258.11
07/26/2024		EFTPS	-split-	94-1653492	1,879.42			59,378.69
07/26/2024		DROP, CHRISTOP...	-split-	Direct Deposit		X		59,378.69
07/26/2024		KITTLESON, KEN...	-split-	Direct Deposit		X		59,378.69
07/26/2024		WATSON, ALISHA L	-split-	Direct Deposit		X		59,378.69
07/30/2024		INTUIT	Payroll Expenses	Direct Deposit...	64.00			59,314.69
07/30/2024	2689	ADVANCED SECU...	22000 · Accounts Paya...		201.00			59,113.69
07/30/2024	2690	BADGER METER	22000 · Accounts Paya...	INV 80162900...	4.65			59,109.04
07/30/2024	2691	COASTAL BUSINE...	22000 · Accounts Paya...	EU0719	48.75			59,060.29
07/30/2024	2692	HUMBOLDT BAY ...	22000 · Accounts Paya...	June 1-28, 202...	7,427.84			51,632.45
07/30/2024	2693	Kahle Industries	22000 · Accounts Paya...	Mowing Park 2...	472.50			51,159.95
07/30/2024	2694	Microbac Laboraorie...	22000 · Accounts Paya...	July Statement	510.00			50,649.95
07/30/2024	2695	PACIFIC GAS AND...	22000 · Accounts Paya...	3428857410-5	53.57			50,596.38
07/30/2024	2696	RECOLOGY HUMB...	22000 · Accounts Paya...	CUST 060790...	593.59			50,002.79
07/30/2024	2697	Restif Cleaning Servi...	22000 · Accounts Paya...	Bathroom Clea...	360.00			49,642.79
07/30/2024	2698	ROCKET ROOTER	22000 · Accounts Paya...	INV 50602 19...	205.00			49,437.79



# Manila Community Services District

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From 06/18/2024 through 08/14/2024

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
07/30/2024	2699	STATE WATER RE...	22000 · Accounts Paya...	Drinking water ...	60.00			49,377.79
07/30/2024	2700	U.S. POST MASTER	22000 · Accounts Paya...	postage on per...	50.00			49,327.79
07/30/2024	2701	UNDERGROUND S...	22000 · Accounts Paya...	152394	300.00			49,027.79
07/30/2024	2702	VALLEY PACIFIC ...	22000 · Accounts Paya...	10366	133.92			48,893.87
07/31/2024			12000 · Accounts Rece...	Deposit			388.00	49,281.87
08/05/2024			12999 · Undeposited F...	Deposit			500.00	49,781.87
08/07/2024	2703	TIM BRETHAUER	22000 · Accounts Paya...		325.00			49,456.87
08/07/2024	2704	HUMBOLDT COU...	22000 · Accounts Paya...	Encroachment ...	1,000.00			48,456.87
08/08/2024		PACIFIC GAS AND...	80000 · Sewer Dept. E...	Acct 18402311...	66.30			48,390.57
08/08/2024		QuickBooks Payroll ...	-split-	Created by Pay...	5,982.00			42,408.57
08/09/2024			12999 · Undeposited F...	Deposit			6,151.00	48,559.57
08/09/2024			-split-	Deposit			180.00	48,739.57
08/09/2024			12000 · Accounts Rece...	Deposit			5,566.56	54,306.13
08/09/2024	To Print	DROP, CHRISTOP...	-split-	Direct Deposit		X		54,306.13
08/09/2024	To Print	KITTLESON, KEN...	-split-	Direct Deposit		X		54,306.13
08/09/2024	To Print	WATSON, ALISHA L	-split-	Direct Deposit		X		54,306.13
08/14/2024			12000 · Accounts Rece...	Deposit			2,751.38	57,057.51

## General Manager's Report for August 2024

### **Water Project:**

The Water Project budget amendment has (tentatively) been approved by the State which allows us to fully implement the project as originally designed. This increases the budget from \$3,504,000 to \$4,277,277 and includes blowoff valves and running a water main under 255 for Carlson Dr. and Stamps Ln. These items were moved to additives due to increased costs of original project.

The new water tank panels are delayed until December 2024 so we expect the tank and pump station to be assembled and online early 2025. Components for the yard piping have arrived and are being assembled for cement work in the coming weeks. Excavation and compaction is completed and has (mostly) passed inspection which should provide some relief to neighbors - the equipment used for this part of construction was rather disruptive.



10" Valve and Tee (12" boot)



Groundwork for Pump Station and Tank Foundation

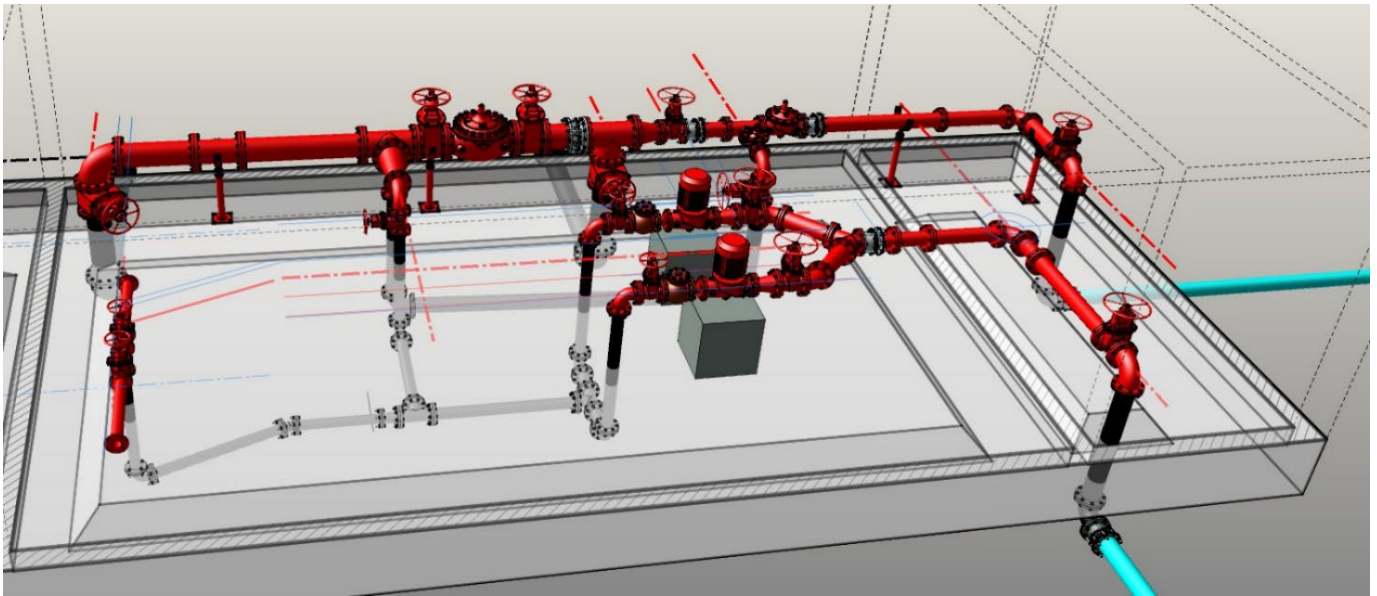


10" PRV for high flows

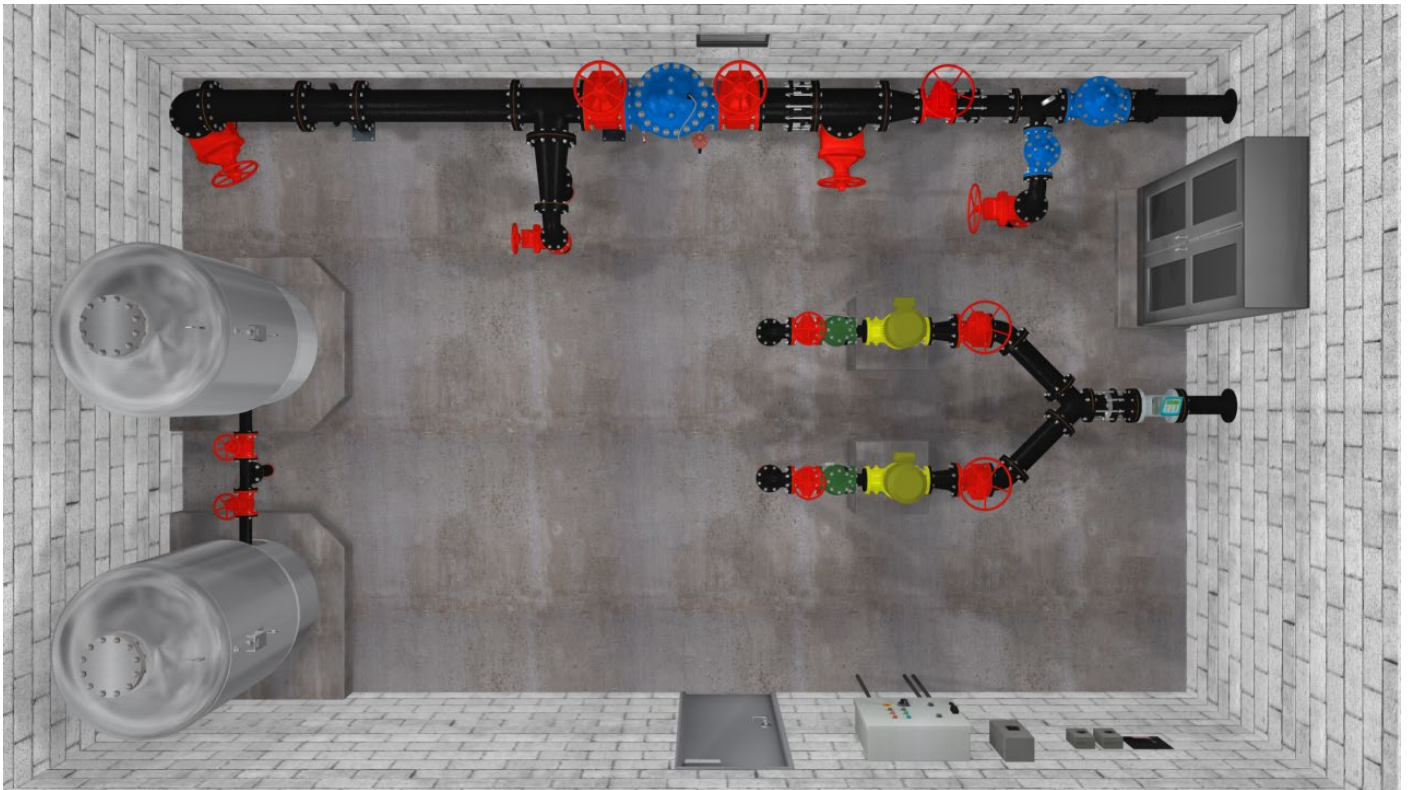


4" PRV for normal flows





CAD layout of pumproom and tank feeds (hydro tanks omitted)

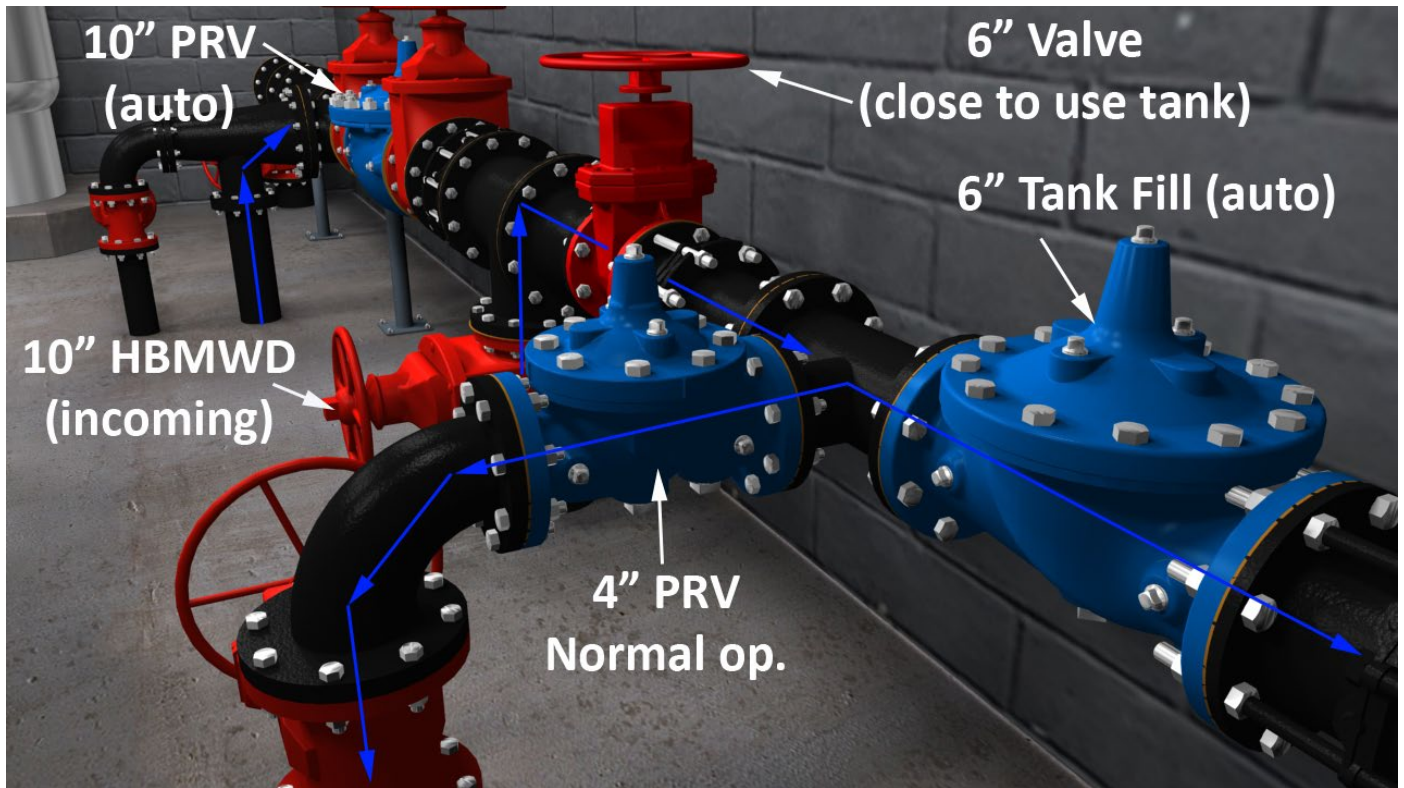


Rendering of completed pumproom with hydro tanks



Old hydro tank and yard piping





Rendering of completed pumproom



Simulation looking down Lupin Ave.



## Murals:

Caltrans' Clean California grant funded several murals:



District Office and Shop





Park Restroom Interiors



**Park:**

The Per Capita Trail Renovations have recently been completed and billed out for reimbursement. Below is a rendering of the proposed tennis court and pickleball layout and color scheme.



Pump Track, Tennis/Pickleball/Basketball and Parking Lot





Park Trail Renovations

A quick recap; the Per Capita grant was awarded to the district for \$177,952 for the following scope items: Pre-construction, Trails Renovation, Playing Field Renovate, Remodel Restrooms/Concession, Park Entrance Signage/Lighting, Parking Lot Renovation, Tennis/BB Ct. Resurface and Fencing (next up for contracting)

The lowest responsible Parking Lot bid has been received and awarded to Hooven & Co for **\$215,371** which includes the additive bid items (resurfacing the basketball court and the area between the court and concession stand). The entirety of this project is paid for by Caltrans Clean CA grant through the Harbor District.





Park Signs Installed



Prop 68 sign required by the state

**Manila Community Center:**

RCM's modulars are installed, the rusty post fix project has started, and the entrance sign repaired:



MCC Post Section



Entrance sign (was tagged)



**Office Updates:**

Our switch to QuickBooks Online was a disappointment and we have migrated back to the desktop version and will be seeking alternative software in the future.

FY 2023 Audit Field work is completed. We are awaiting revisions to the '24 Engagement letter for that pending audit.

**Dune Encampments:**

Other than a bit of garbage, there are currently no known encampments in the dunes. Staff is now meeting monthly with Supervisor Wilson, Sheriff and other relevant county agencies for ongoing monitoring, updates and proactive efforts on health and safety issues throughout the community.

**Radio Meter Update:**

We ordered another 36 radio water meters, getting us close to 40% completed conversions.

**Drainage Grant:**

GHD has submitted a requested Soils Management Plan to the Coastal Commission and Humboldt Waterkeeper for final permitting. Clean fill from the water project is being stored at the Park for possible use as fill for the removed soils. Reimbursement for \$100k+ for outlays to be billed shortly thereafter.

**Wastewater Grant:**

A comprehensive tank inventory, effluent pump, power pedestal and control box replacement schedule has been created for this program. This project should be going out to bid this Fall. More detailed reporting on this project will be provided at upcoming meetings.

**Speed Humps:**

The board supported district sponsorship of an additional speed humps and staff is awaiting word from Caltrans/Harbor District for possible funding. This is a possibility because the bids for the park came in lower than expected. Otherwise, staff will seek funding elsewhere.

**Board of Directors:**

All three incumbents have filed for the board and, at this time are the only filers (there should be no elections in November). Staff welcomes the returning board members and will update our roster upon Elections Dept confirmation.