



MANILA COMMUNITY SERVICES DISTRICT

Agenda of Regular Meeting Tuesday July 21st, 2026, at 6:30 p.m.

Manila Community Center, 1611 Peninsula Drive Room A

Posted by Saturday July 18th, 2026, 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 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 will impose a time limit of 3 minutes, or less as needed, to ensure each speaker is heard. By public law, the Board cannot take action on items not on the agenda.*
- 4. BUSINESS ITEMS:**
 - A. MANILA PARK USAGE, DISC GOLF AND USER CONFLICTS/CONCESSION STAND USE AGREEMENT
 - B. RESERVES POLICY 6060 SECOND READING
 - C. 2026 BIENNIAL CONFLICT OF INTEREST CODE (08/7/2026)
 - D. ACCEPTANCE OF EASEMENTS FOR DRAINAGE PROJECT
- 5. CONSENT CALENDAR: (ITEMS MAY BE PULLED FOR FUTURE CONSIDERATION) – AMENDMENTS OR CORRECTIONS SHOULD BE RECEIVED IN WRITING PRIOR TO APPROVAL.**
 - A. RECEIVE DISBURSEMENTS: MAY 19TH, 2026 - TO DATE
 - B. DRAFT MINUTES OF MAY 19TH, 2026
- 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

Receive for Discussion and Possible Action: MANILA PARK USAGE, DISC GOLF AND USER CONFLICTS/CONCESSION STAND USE AGREEMENT

Summary:

This agenda item is intended to invite public comment on any conflicts with park users and disc golf to help staff identify solutions. The district seeks to minimize conflicts between disc golf and other park users and we have received some comments that disc golf seems to dominate the park. Part of the issue may be attributed to course modifications made to accommodate mitigation plantings associated with the drainage grant, and spoils storage in the former RV camp area. Staff plans to collaborate with disc golf and add updated signage explaining course routes and suggested traffic patterns and invites comments about the park uses so we can address specific conflicts as they arise.

Also part of this agenda item, the board is presented with a draft service agreement to codify the use of the Park Concession by local resident, Toryn Robinson, as *de facto* representative of disc golfers. This agreement codifies trade work for the use of the stand and is detailed in the attached draft agreement.

Recommended Motion:

I move/second to approve agreement as presented (or as modified).

Vote: _____

Attachments: Volunteer Service Agreement

MANILA COMMUNITY SERVICES DISTRICT

TRADE FOR SERVICE / USER AGREEMENT

Manila Community Park Disc Golf Course Support and Concession Stand Use Agreement

This Trade for Service / User Agreement ("Agreement") is entered into this 21st day of July 2026, by and between:

Manila Community Services District (MCSD)

1901 Park Street

Arcata, California 95521

and

Toryn Robinson

1930 Peerless

Arcata, California 95521

(707) 498-5472

toryn.robinson@gmail.com

Collectively referred to as the "Parties."

1. PURPOSE

The purpose of this Agreement is to formalize an existing cooperative arrangement whereby Participant assists with maintenance, oversight, and support of the Manila Community Park Disc Golf Course and related amenities in exchange for limited authorized use of designated park facilities.

The Manila Community Services District owns and operates Manila Community Park, which includes a fifteen (15) hole public disc golf course.

Participant is an active member of the local disc golf community and has voluntarily supported park operations and disc golf course activities.

2. DISTRICT AUTHORIZED USE PROVIDED TO PARTICIPANT

MCSD authorizes Participant the limited non-exclusive use of designated space within the Manila Community Park concession stand building for the following purposes:

Authorized Uses:

Storage of disc golf inventory

Storage of lost-and-found disc golf items

Sale of disc golf discs

Sale of limited refreshments including snacks and beverages (subject to all required permits and approvals)

Disc golf event and tournament support activities

Temporary storage of supplies directly related to disc golf operations

Participant shall not use the facility for residential purposes, unauthorized storage, or any activity prohibited by law.

MCSD retains full ownership and control of the concession facility.

MCSD may revoke facility use upon thirty (30) days written notice or immediately for health, safety, misuse, policy violations, or breach of this Agreement.

3. PARTICIPANT SERVICES PROVIDED TO DISTRICT

Participant agrees to provide reasonable support and volunteer services related to operation of the Manila Community Park Disc Golf Course including:

Disc Golf Course Support:

Addressing routine disc golf player concerns and complaints

Monitor restroom and facility conditions and report issues to MCSD as needed

Manage and check for safety hazards and report to MCSD

Assisting with disc golf course oversight

Coordinating and facilitating occasional disc golf tournaments and events

Maintaining lost-and-found disc golf items

Park Support Activities:

Opening and locking public restroom facilities as mutually agreed

Picking up litter and garbage within disc golf course areas and surrounding park playground, and trails

Grass mowing and vegetation management in the rear portion of the park and disc golf course areas, when equipment and conditions allow

Reporting vandalism, hazards, maintenance concerns, or safety issues to MCSD staff

Assisting with general cleanliness and appearance of park and disc golf areas

Manage fallen trees, branches, brush and storm damage

Assist in maintenance of the newly planted trees and shrubs in the wetland mitigation area

Monitor parking lots, park activities, unauthorized camping, and suspicious activity and report concerns to HCSO or MCSD as needed.

Participant is not an employee of MCSD and is not authorized to represent MCSD unless specifically approved in writing.

4. INDEPENDENT STATUS

Participant understands and agrees:

Participant is acting as a volunteer / independent participant and not as an employee.

No wages, salary, benefits, workers compensation coverage, retirement benefits, or employment rights are created by this Agreement.

Participant assumes responsibility for any personal tax obligations arising from sales activities.

5. INSURANCE AND LIABILITY

Participant assumes responsibility for activities conducted under this Agreement.

Participant shall hold harmless, defend, and indemnify Manila Community Services District, its Board, employees, agents, and volunteers from claims arising from Participant activities, operations, sales, storage of property, tournaments, or negligence.

Participant is responsible for obtaining any permits, business licenses, seller permits, food handling certifications, or approvals required by Humboldt County Environmental Health or any other regulatory agency. Must obtain insurance required by law.

MCSD assumes no responsibility for theft, damage, or loss of Participant property stored on site.

Participant assumes all risk related to inventory, merchandise, equipment, cash handling, and property stored within District facilities. MCSD shall not be responsible for theft, damage, vandalism, spoilage, or loss.

6. SALES AND REVENUE

Participant shall retain revenue generated from authorized disc golf sales activities.

Participant acknowledges this Agreement is intended as an exchange of services and facility use and does not establish tenancy, lease rights, or ownership interest.

Participant shall maintain the concession stand area in a clean and orderly condition.

7. PARK RULES

Participant agrees to comply with:

All Manila Community Services District park rules

Local, state, and federal laws

Safety requirements

District staff direction regarding facility operations

No exclusive rights to park operations are granted.

Public access to park facilities shall not be obstructed.

8. KEY HOLDER AND FACILITY ACCESS

MCSD authorizes Participant to possess designated keys for Manila Community Park facilities solely for purposes related to responsibilities outlined in this Agreement.

Participant agrees:

Keys remain the property of Manila Community Services District.

Keys shall not be duplicated, loaned, transferred, or provided to any other person without prior written authorization from MCSD.

Facility access is limited to duties directly related to this Agreement, including restroom access, concession stand access, disc golf course support activities, park maintenance support activities, and approved event operations.

Participant shall ensure facilities are properly secured when opening or closing public restroom facilities or concession stand areas.

Participant shall immediately report lost, stolen, or compromised keys to MCSD.

Participant shall exercise reasonable care to prevent unauthorized access to District property.

Participant shall return all keys immediately upon termination of this Agreement or upon District request.

MCSD reserves the right to revoke key privileges at any time.

Participant understands possession of District keys does not grant tenancy rights, unrestricted facility access, or authority to permit others to use District facilities.

9. TERM

This Agreement shall commence on July 21, 2026 and remain effective until:

☐ Month-to-month until terminated.

Either Party may terminate this Agreement with thirty (30) days written notice.

MCSD reserves immediate termination authority for violations affecting public health, safety, property damage, misuse of facilities, or failure to comply with Agreement terms.

10. ENTIRE AGREEMENT

This document constitutes the entire agreement between the Parties and supersedes prior verbal understandings. Changes can be made by either party if agreed upon in writing.

Modifications must be in writing and approved by both Parties.

SIGNATURES

MANILA COMMUNITY SERVICES DISTRICT

By: _____

Name: _____

PARTICIPANT

Toryn Robinson

1930 Peerless

Arcata, California 95521

(707) 498-5472

toryn.robinson@gmail.com

Signature: _____

Date: _____

Participant understands possession of District keys does not grant tenancy rights, unrestricted facility access, or authority to permit others to use District facilities.



Manila Community Services District Board of Directors

Agenda Summary

Receive for Discussion and Possible Action: Draft Reserves Policy SECOND READING

Summary:

At the May 19, 2026 Board Meeting, the board adopted the attached Reserves Policy 6060. Policy additions and modifications require (2) readings, and this agenda item fulfils that requirement.

Recommended Motion:

I move/second to adopt Reserves Policy 6060.

Vote: _____

Attachments: Reserves Policy 6060.

MANILA COMMUNITY SERVICES DISTRICT

POLICY MANUAL

SECTION: Financial

POLICY TITLE: Reserve Policy

POLICY NUMBER: 6060

REVISION: 0

ADOPTED BY THE BOARD ON: 1st Reading 5/19/2026

6060.10 Purpose

The purpose of this policy is to establish reserve targets and procedures for the Manila Community Services District. Reserves are maintained to provide for continuity of District operations, cash flow needs, emergencies, contingencies, grant reimbursement timing, capital planning, and other purposes approved by the Board of Directors.

This policy is intended to supplement the District's Financial Procedures Policy and shall be administered in a manner consistent with generally accepted accounting principles, applicable law, grant requirements, and Board direction.

6060.20 Authority

The Board of Directors shall establish, modify, use, or discontinue District reserves by Board action. The Board of Directors formulates financial policies, delegates administration of financial policies to staff, and reviews District financial operations and activities.

All withdrawals from District reserve accounts shall require prior approval of the Board of Directors unless otherwise authorized by law, adopted budget, or emergency action of the Board.

6060.30 Reserve Categories

The District may maintain the following categories of reserves:

6060.31 Operational Reserves. Operational Reserves are established to provide for continuity of District Enterprise operations, including but not limited to payroll, utilities, insurance, maintenance, administration, service obligations, and cash flow timing needs.

6060.32 Emergency / Contingency Reserves. Emergency / Contingency Reserves are established to provide funds for unexpected events, emergency repairs, natural disasters, infrastructure failures, uninsured losses, public health or safety needs, and other urgent or unforeseen District needs.

6060.33 Capital Improvement Reserves. Capital Improvement Reserves are established to provide funds for repair, replacement, construction, acquisition, improvement, or rehabilitation of District facilities, equipment, and infrastructure.

6060.34 Debt Service Reserves. Debt Service Reserves may be established when required by loan agreements, bond covenants, financing documents, or Board action. The District retired all debt in 2018 and has no current debt service reserve obligation.

6060.35 Special Purpose Reserves. Special Purpose Reserves may be established for Board-designated, restricted, donated, prepaid, or otherwise limited purposes, including but not limited to special projects, prepaid connections, and youth or teen program funds.

6060.40 Operational Reserve Target

The District shall maintain an Operational Reserve target equal to four months of the Annual Enterprise Budget.

For planning purposes, if the Annual Enterprise Budget is \$500,000, the four-month Operational Reserve target is approximately \$166,667.

The District recognizes a general prudent range of one month to six months of operating expenses, with four months established as the District's target.

Operational Reserves may be used for ordinary Enterprise operating needs, temporary cash flow shortages, grant reimbursement timing, and other Board-approved purposes necessary to maintain continuity of District services.

6060.50 Emergency / Contingency Reserve Target

The District shall maintain an Emergency / Contingency Reserve target equal to fifteen percent of the Annual Enterprise Budget.

For planning purposes, if the Annual Enterprise Budget is \$500,000, the Emergency / Contingency Reserve target is approximately \$75,000.

Emergency / Contingency Reserves may be used for emergency repairs, natural disasters, local emergencies, public health or safety needs, uninsured or underinsured losses, critical infrastructure failures, unanticipated regulatory or legal obligations, and other urgent needs approved by the Board of Directors.

6060.60 Capital Improvement Reserve

The Board of Directors shall defer establishment of a fixed Capital Improvement Reserve target until current capital grant activity is completed and a capital improvement or capital replacement plan has been prepared.

The General Manager may return to the Board with a recommended Capital Improvement Reserve target after review of anticipated asset needs, replacement schedules, estimated costs, grant opportunities, and available funding sources.

6060.70 Restricted and Designated Reserves

When the Board of Directors establishes a restricted or designated reserve, the Board shall declare the purpose for which the reserve is established.

Funds in a restricted reserve shall be spent only for the purpose for which the reserve was established and shall be maintained in accordance with generally accepted accounting principles.

If the Board of Directors determines that funds in a restricted reserve are no longer required for the purpose for which the reserve was established, the Board may discontinue the restricted reserve or transfer funds no longer required from the restricted reserve to the appropriate District fund in accordance with applicable law.

6060.80 Use of General Fund Resources

The Board of Directors may consider available discretionary General Fund resources when evaluating District reserve capacity, provided that such funds are not legally restricted, contractually restricted, or otherwise unavailable.

Use of discretionary General Fund resources for Enterprise operations, Enterprise reserves, grant cash flow, or emergency needs shall be disclosed in reserve reporting and shall be subject to Board approval.

6060.90 Grant Cash Flow and Temporary Use of Reserves

The District may temporarily use available reserves or discretionary funds to manage timing gaps between grant expenditures and grant reimbursements.

When reserve funds are used for grant cash flow, the Board action shall identify, when practical:

1. The reserve or account providing the funds;
2. The project, grant, or activity receiving the funds;
3. The amount authorized;
4. The purpose of the use;
5. The expected reimbursement source; and
6. The anticipated replenishment date.

Grant reimbursements shall be deposited and accounted for in accordance with District financial procedures and applicable grant requirements.

6060.100 Withdrawal of Reserve Funds

Withdrawal of funds from District reserve accounts, including County Treasury accounts and LAIF, shall have prior approval from the Board of Directors.

The General Manager shall prepare a Request for Withdrawal of Funds from Reserve Account for every withdrawal of reserve funds requiring Board approval. The General Manager and Finance Officer shall sign the report form to document the action taken by the Board.

The Administrative Assistant shall maintain a log of deposit and withdrawal activity for reserve accounts and shall maintain backup documentation for every deposit and withdrawal.

6060.110 Replenishment of Reserves

If reserves fall below the targets established by this policy, the General Manager shall report the status to the Board of Directors and may recommend a replenishment plan.

A replenishment plan may include grant reimbursements, budget savings, year-end surplus, transfers from available discretionary funds, rate revenue if legally available, or other funding sources approved by the Board.

Temporary reserve draws for reimbursable grant activity shall be replenished when reimbursement is received or as soon as financially feasible.

6060.120 Reserve Reporting

Reserve balances shall be reported to the Board of Directors at least quarterly as part of the District's financial reporting.

Reserve reporting shall include, when practical:

1. Current reserve balances by account;
2. Current reserve balances by reserve category;
3. Restricted and discretionary amounts;
4. Deposits, withdrawals, transfers, and reimbursements;
5. Comparison to adopted reserve targets;
6. Explanation of any reserve balance below target; and
7. Status of any outstanding reserve draw or grant reimbursement.

6060.130 Annual Review

The Board of Directors shall review this policy annually, preferably during the budget process or after presentation of the independent audit.

The annual review may consider changes in the Annual Enterprise Budget, grant activity, capital needs, emergency risks, insurance coverage, rate revenue, operating costs, audit findings, and applicable legal or accounting requirements.

6060.140 Relationship to Budget

Adoption of this policy does not appropriate reserve funds for expenditure. Reserve expenditures shall be authorized through the adopted budget, budget amendment, Board-approved withdrawal, or other lawful Board action.

The Board of Directors shall approve all changes in the budget.

6060.150 Existing Reserve Accounts

The District currently maintains or may maintain reserve funds in the following accounts:

1. Coast Central Credit Union checking account;
2. Humboldt County Treasury Fund 2520 — General Fund;
3. Humboldt County Treasury Fund 2521 — Enterprise Debt Service;
4. Humboldt County Treasury Fund 2522 — Enterprise Capital Improvement Reserves;
5. Humboldt County Treasury Fund 2523 — General Enterprise Reserves; and
6. Local Agency Investment Fund, or LAIF.

The account in which funds are held does not alone determine whether funds are restricted, unrestricted, designated, assigned, or available for a particular use. Fund availability shall be determined by applicable law, accounting requirements, grant requirements, contractual obligations, donor restrictions, Board action, and this policy.

6060.160 Policy Review and Amendment

This policy may be amended by the Board of Directors in accordance with the District's policy adoption and amendment procedures.



COUNTY OF HUMBOLDT
Office of Elections & Voter Registration

2426 6th Street
Eureka, CA 95501-0788
707-445-7481
Fax 707-445-7204

TO: Manila Community Services District
1901 Park St
Arcata, CA 95521

FROM: Wojtek Czyz, Administrative Analyst

DATE: May 7, 2026

SUBJECT: 2026 Biennial Notice for Conflict of Interest Code

RESPONSE DEADLINE: AUGUST 7, 2026

The Political Reform Act requires local government agencies to review their Conflict of Interest code every two years and determine if revisions to the code are necessary. Any necessary revisions must be reviewed and approved by the Humboldt County Board of Supervisors. The Office of Elections assists in this process by receiving districts' materials and presenting proposed revisions to Board of Supervisors for approval. **Districts must complete and return the enclosed 2026 Local Agency Biennial Notice form to the Office of Elections no later than August 7, 2026.** Please feel free to contact the Humboldt County Office of Elections at 707-445-7481 with questions.

Required Components for Conflict of Interest Code

A local government agency's Conflict of Interest Code must contain three components: (1) terms of the code; (2) designated positions, and (3) disclosure categories. Each component is briefly defined below. Additional information about required components can be found at the Fair Political Practices Commission (FPPC) website: <https://www.fppc.ca.gov/learn/rules-on-conflict-of-interest-codes.html>

1. Incorporation (Terms of the Code): Terms of the Code include provisions that govern local government agencies' decisions, such as how financial interests are reported and where financial statements are held. The FPPC recommends that agencies incorporate FPPC Regulation 18730 by reference because these terms can be quite complex and Regulation 18730 contains all of these provisions. Regulation 18730 can be found on the FPPC's website at <https://www.fppc.ca.gov/the-law/fppc-regulations/regulations-index.html>
2. List of Designated Positions: A Conflict of Interest Code must list all positions that participate in the decision-making process where financial interests may exist, such as voting, negotiating contracts, or making recommendations on district-related matters.
3. Disclosure categories. Disclosure categories describe different types of financial interests based on job descriptions. Higher-level district positions that have a broader

range of job duties will have increased disclosure requirements compared to district positions with limited job duties.

When Conflict of Interest Code Revisions are Necessary

Step 1: District board reviews its Conflict of Interest Code and determines revisions **are** necessary because of changes in state law or district circumstances (see **Attachment 1:** Should You Amend Your Agency's Conflict of Interest Code?).

Step 2: District board drafts proposed revisions to its Conflict of Interest Code (see **Attachment 2:** Conflict of Interest Code Changes). Contact the Office of Elections for additional information about how the changes should be presented for review.

Step 3: District board completes biennial notice form.

Step 4: District board returns biennial notice form and proposed code revisions to the Office of Elections.

NOTE: Revisions to a district's Conflict of Interest Code do not go into effect until they have been approved by the Humboldt County Board of Supervisors.

When Conflict of Interest Code Revisions are NOT Necessary

Step 1: District board reviews its Conflict of Interest Code and determines no changes are necessary (see **Attachment 1:** Should You Amend Your Agency's Conflict of Interest Code?).

Step 2: District board completes biennial notice form

Step 3: District board returns biennial notice form to the Office of Elections.

Enclosed:

2026 Local Agency Biennial Notice

Attachment 1: Should You Amend Your Agency's Conflict of Interest Code?

Attachment 2: Conflict of Interest Code Changes

2026 Local Agency Biennial Notice

Name of Agency: _____

Mailing Address: _____

Contact Person: _____ Phone No. _____

Email: _____ Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (*check one BOX*):

☐ **An amendment is required. The following amendments are necessary:**

(*Check all that apply.*)

- ☐ Include new positions
- ☐ Revise disclosure categories
- ☐ Revise the titles of existing positions
- ☐ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ☐ Other (*describe*) _____

☐ **The code is currently under review by the code reviewing body.**

☐ **No amendment is required.** (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2026**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.



COUNTY OF HUMBOLDT
Office of Elections & Voter Registration

2426 6th Street
Eureka, CA 95501-0788
707-445-7481
Fax 707-445-7204

TO: Manila Community Services District
1901 Park St
Arcata, CA 95521

FROM: Wojtek Czyz, Administrative Analyst

DATE: May 7, 2026

SUBJECT: 2026 Biennial Notice for Conflict of Interest Code

RESPONSE DEADLINE: AUGUST 7, 2026

The Political Reform Act requires local government agencies to review their Conflict of Interest code every two years and determine if revisions to the code are necessary. Any necessary revisions must be reviewed and approved by the Humboldt County Board of Supervisors. The Office of Elections assists in this process by receiving districts' materials and presenting proposed revisions to Board of Supervisors for approval. **Districts must complete and return the enclosed 2026 Local Agency Biennial Notice form to the Office of Elections no later than August 7, 2026.** Please feel free to contact the Humboldt County Office of Elections at 707-445-7481 with questions.

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1. Incorporation (Terms of the Code): Terms of the Code include provisions that govern local government agencies' decisions, such as how financial interests are reported and where financial statements are held. The FPPC recommends that agencies incorporate FPPC Regulation 18730 by reference because these terms can be quite complex and Regulation 18730 contains all of these provisions. Regulation 18730 can be found on the FPPC's website at <https://www.fppc.ca.gov/the-law/fppc-regulations/regulations-index.html>
2. List of Designated Positions: A Conflict of Interest Code must list all positions that participate in the decision-making process where financial interests may exist, such as voting, negotiating contracts, or making recommendations on district-related matters.
3. Disclosure categories. Disclosure categories describe different types of financial interests based on job descriptions. Higher-level district positions that have a broader

range of job duties will have increased disclosure requirements compared to district positions with limited job duties.

When Conflict of Interest Code Revisions are Necessary

Step 1: District board reviews its Conflict of Interest Code and determines revisions **are** necessary because of changes in state law or district circumstances (see **Attachment 1:** Should You Amend Your Agency's Conflict of Interest Code?).

Step 2: District board drafts proposed revisions to its Conflict of Interest Code (see **Attachment 2:** Conflict of Interest Code Changes). Contact the Office of Elections for additional information about how the changes should be presented for review.

Step 3: District board completes biennial notice form.

Step 4: District board returns biennial notice form and proposed code revisions to the Office of Elections.

NOTE: Revisions to a district's Conflict of Interest Code do not go into effect until they have been approved by the Humboldt County Board of Supervisors.

When Conflict of Interest Code Revisions are NOT Necessary

Step 1: District board reviews its Conflict of Interest Code and determines no changes are necessary (see **Attachment 1:** Should You Amend Your Agency's Conflict of Interest Code?).

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Step 3: District board returns biennial notice form to the Office of Elections.

Enclosed:

2026 Local Agency Biennial Notice

Attachment 1: Should You Amend Your Agency's Conflict of Interest Code?

Attachment 2: Conflict of Interest Code Changes



CALIFORNIA

Fair Political Practices Commission

Should you Amend Your Agency's Conflict of Interest Code?

A local agency's conflict of interest code must reflect the current structure of the organization and properly identify officials and employees who should be filing Statements of Economic Interests ([Form 700](#)). A code tells public officials, governmental employees, and consultants what financial interests must be disclosed on the Form 700. It helps provide transparency in local government as required under the Political Reform Act.

Biennial Review of Conflict of Interest Codes

To ensure conflict of interest codes remain current and accurate, each local agency is required to review its code at least every even-numbered year. The agency should receive a Biennial Notice as a reminder of this obligation from its code reviewing body.

The Local Agency Biennial Notice is not forwarded to the FPPC.

The County Board of Supervisors is the code reviewing body for county agencies and the code reviewing body for city agencies is the City Council.

When determining whether to amend, an agency should carefully review its current conflict of interest code and consider the following:

- Is the current code more than five years old?
- Have there been any substantial changes to the agency's organizational structure since the current code was adopted?
- Have any positions been eliminated or renamed since the current code was adopted?
- Have any new positions been added since the current code was adopted?
- Have there been any substantial changes in duties or responsibilities for any positions since the current code was adopted?

The resources on the FPPC website provide guidance to local agencies about amending codes. The information is categorized based on the jurisdiction of the agency. If you answered yes to any of the above questions, your agency's conflict of interest code will likely need to be amended. Each district must complete the enclosed Biennial Notice and return it to their reviewing body. The code reviewing body will provide further instructions on the code amendment and approval process.

Statutory Authority

Government Code Sections 87302, 87302.6, 87303, 87306, 87306.5, 87307, 87309, 87310, 87311, and 87314.

advice@fppc.ca.gov 1.866.275.3772
916.322.5660 www.fppc.ca.gov FPPC

CONFLICT OF INTEREST CODE CHANGES

MATERIALS NEEDED FROM AGENCY MAKING A CHANGE

- Send the Elections Office the entire code showing amendments in ~~strikeout~~ (of old text) and underscore (of new text) format
- In a transmittal letter, discuss areas of change and manner of resolution. Please include
 - Written explanation of all changes
 - Duty statements of newly-designated positions
 - Organization chart of agency
 - Declaration of agency CEO or Board President
 - Minutes of a recent meeting (to show who is involved in decisions)
 - A list of all boards and commissions within the agency, if applicable

STRIKEOUT/UNDERSCORE AND WRITTEN EXPLANATION EXAMPLE

A.	Outreach Services Community Services	
	1. Community Services Director	2
	2. <u>Community Services Manager</u>	3
	2. Community Services Assistant Manager	3
	3. Cultural Services Manager	4
	4. Senior Recreation Supervisor	4

Comments:

Outreach Services become Community Services.

The Community Services Assistant Manager was reclassified to
Community Services Manager.

SECTION: *General*

POLICY TITLE: *Conflict of Interest*

POLICY NUMBER: **1050**

REVISION: 2. ADOPTED BY THE BOARD ON: September 15, 2011
Revised October 20th 2016. Second Reading December 15, 2016

1050.10 The Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. §18730) which contains the terms of a standard conflict of interest code.

1050.20 This code can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act.

1050.30 Therefore, the terms of 2 Cal. Code of Regs. §18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference.

1050.40 In addition the attached Appendix A in which members of the Board of Directors, designated employees and other entities are designated, and in which disclosure categories are set forth. This constitutes the conflict of interest code of the Manila Community Services District.

1050.50 All elected officials, designated employees and entities listed in Appendix A shall file statements of economic interests with the District Office. Elected officials statements shall be filed as a group with the Clerk of the County of Humboldt no later than April 1 each year.

1050.60 If any person or entity so designated in Appendix A of this policy declares a conflict of interest and recuses himself or herself pursuant to Government Code section 87105(a)(1) and (2) and wishes to speak as a member of the public on the issue pursuant to Government Code section 87105(a)(4), the person or entity so designated shall state his or her intent to

speak as a member of the public on the issue at the same time that he or she identifies the conflict of interest and recuses himself or herself from discussing and voting. The person or entity so designated shall then be allowed to address the board, in the same manner as would be permitted any member of the public, at the outset of public comment. The person or entity so designated will then leave the room until after the remainder of discussion, vote, and any other disposition of the matter is concluded, in compliance with Government Code section 87105(a)(3).

MANILA COMMUNITY SERVICES DISTRICT CONFLICT OF INTEREST CODE

POLICY 1050

APPENDIX A

PART I - DESIGNATED ENTITIES

<u>Position</u>	<u>Disclosure Category</u>
Board Members	1
General Manager	1
Attorney for District	2
Engineer for District	2
Financial Auditor for District	2
Consultants	2

PART II - DISCLOSURE CATEGORIES

1. Interest in real property within the jurisdiction of the District.

Investments and business positions in any business entity or income from any source if the business entity or source of income manufactures or sells supplies, machinery or equipment of the type utilized by the District.

Investments and business positions in any business entity or income from any source if the business entity or source of income is a contractor or subcontractor engaged in the performance of work or services of the type utilized by the District.

2. Consultants shall disclose all sources of income, interests in real property and investments and business positions in business entities.

The General Manager of the District may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. Such determination shall be public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.



Manila Community Services District Board of Directors

Agenda Summary

Receive for Discussion and Possible Action: ACCEPTANCE OF EASEMENTS FOR DRAINAGE PROJECT

Summary:

To close the completed Drainage Project, easements are to be recorded with the county. These easements ensure the district has access “to and through Owner’s Property for the construction, inspection, monitoring, maintenance, repair, replacement, improvement, and operation of drainage channels and related improvements located within that portion of Owner’s Property...”

Details of the easements with exhibits are attached to this agenda item.

Recommended Motion:

I move/second to approve attached easements and recordation as presented.

Vote: _____

Attachments: Easements for APNs:

400-061-018

400-031-029

400-031-012 & 400-031-013

Recording requested by:

Manila Community Services District
1901 Park Street
Arcata, CA 95521

When recorded mail to:

Manila Community Services District
1901 Park Street
Arcata, CA 95521

THE UNDERSIGNED TRANSFEROR(S) DECLARE(S): DOCUMENTARY TRANSFER TAX: None.
Easement- No Consideration - R&T §§ 11911 and 11922

DRAINAGE EASEMENT AGREEMENT

This Drainage Easement Agreement ("Agreement") is made as of June 25, 2016 by and between Donna Marie Breault & William F. Hester ("Owner"), and the Manila Community Services District, an independent special district ("District"). Owner and District may be referred to herein individually as a "Party" and collectively as the "Parties."

Recitals

A. Owner represents and warrants that Owner is the fee owner of that certain real property located in Humboldt County, California, commonly identified for assessment purposes as Assessor's Parcel Number(s) 400-061-018, and more particularly described in **Exhibit 1** attached hereto and incorporated herein by this reference ("Owner's Property"), and that Owner has the full and exclusive right to enter into and grant this Agreement.

B. District has received grant funding for drainage and flood reduction improvements administered by the California Natural Resources Agency (the "Grant") and has prepared plans for improvements to drainage channels, which plans are on file with District (the "Drainage Improvements and Flood Reduction Project").

C. District requires periodic access to and through Owner's Property for the construction, inspection, monitoring, maintenance, repair, replacement, improvement, and operation of drainage channels and related improvements located within that portion of Owner's Property more particularly described in **Exhibit A** and depicted in **Exhibit B**, both of which are attached hereto and incorporated herein by this reference (the "Easement Area"). The easement granted herein is referred to as the "Easement".

Agreement

NOW, THEREFORE, incorporating the foregoing Recitals as material terms herein, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties

agree as follows:

1. Owner represents and warrants that Owner is the fee owner of Owner's Property and has the full and exclusive right to grant this Easement over the Easement Area described and/or depicted in **Exhibits A and B**.

2. Owner hereby grants and conveys to District a perpetual nonexclusive easement over, under, across, and through the Easement Area for the purposes of constructing, reconstructing, installing, inspecting, monitoring, maintaining, repairing, replacing, renewing, improving, operating, and using drainage channels, drainage facilities, and related improvements comprising or associated with the Drainage Improvements and Flood Reduction Project, together with all rights reasonably necessary or convenient to accomplish such purposes.

3. The rights granted to District under this Agreement include, without limitation, the right to:

- (a) enter upon the Easement Area and adjacent portions of Owner's Property as reasonably necessary to access the Easement Area;
- (b) use vehicles, machinery, tools, materials, personnel, agents, employees, and contractors;
- (c) remove vegetation, sediment, debris, obstructions, and encroachments interfering with the Easement purposes;
- (d) temporarily stockpile equipment and materials and temporarily place fill or other construction materials as reasonably necessary to perform authorized work; and
- (e) take such other actions as District reasonably determines are necessary or convenient to exercise the rights granted by this Agreement.

4. District may, in its reasonable discretion, perform or cause to be performed within the Easement Area such inspection, monitoring, debris removal, vegetation management, maintenance, repair, replacement, renewal, reconstruction, improvement, and related work as District deems necessary or desirable to further the Easement purposes.

5. The Easement includes the right of reasonable ingress to and egress from the Easement Area over Owner's Property, and the right to use such additional temporary work areas on Owner's Property as may be reasonably necessary for access and performance of the Easement purposes.

6. Owner reserves the right to use Owner's Property, including the Easement Area, to the extent such use does not interfere with, obstruct, damage, or unreasonably burden District's exercise of its rights under this Agreement.

7. Without the prior written consent of District, Owner shall not construct, place, install, plant, maintain, or permit within the Easement Area any building, structure, wall, fence, utility, tree, landscaping, fill, storage, obstruction, or other improvement or encroachment, nor alter grades or drainage patterns affecting the Easement Area, if any such action may interfere

with the Easement purposes or District's access to or use of the Easement Area.

8. If any obstruction, encroachment, or condition exists within the Easement Area that interferes with the Easement purposes, District may provide Owner with written notice and a reasonable opportunity to cure, except in the event of an emergency. If Owner fails to cure within the time stated in the notice, or if immediate action is reasonably necessary to protect public health, safety, property, or drainage function, District may remove or remedy the obstruction, encroachment, or condition at Owner's expense to the extent permitted by law.

9. District is hereby authorized to conduct inspection, monitoring, maintenance, repair, replacement, and related work within the Easement Area as District reasonably determines necessary or desirable. Nothing in this Agreement shall be construed to impose upon District any obligation to construct, inspect, monitor, maintain, repair, replace, improve, or perform any work within the Easement Area at any particular time or on any particular schedule, all such actions being within District's discretion except as otherwise required by applicable law.

10. Following completion of work by District, District shall restore disturbed portions of Owner's Property to a condition reasonably similar to that existing immediately prior to District's entry, ordinary wear and tear excepted. Notwithstanding the foregoing, District shall have no obligation to replace or restore any unauthorized improvements, encroachments, landscaping, or vegetation within the Easement Area that District reasonably determines must be removed or disturbed to exercise its rights under this Agreement.

11. Except in the event of an emergency or where impracticable, District shall make reasonable efforts to provide Owner with prior notice before entering Owner's Property to perform substantial construction, repair, or maintenance activities.

12. District shall defend, indemnify, and hold harmless Owner from and against any and all claims, demands, actions, damages, liabilities, losses, costs, and expenses, including reasonable attorneys' fees, but only to the extent arising out of the negligent or wrongful acts or omissions of District or its officers, employees, agents, or contractors in the exercise of District's rights under this Agreement.

13. Owner shall defend, indemnify, and hold harmless District from and against any and all claims, demands, actions, damages, liabilities, losses, costs, and expenses, including reasonable attorneys' fees, but only to the extent arising out of the negligent or wrongful acts or omissions of Owner or Owner's officers, employees, agents, contractors, tenants, licensees, or invitees, or arising from any breach by Owner of this Agreement.

14. This Agreement and the Easement granted herein shall run with the land and shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, assigns, tenants, licensees, and other persons claiming through them.

15. District may record this Agreement in the Official Records of Humboldt County, California.

16. No delay or omission by District in exercising any right under this Agreement shall impair such right or be construed as a waiver. No use of the Easement Area by Owner or any third party inconsistent with this Agreement shall ripen into any prescriptive right against District.

17. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

18. This Agreement constitutes the entire agreement between the Parties with respect to the Easement described herein and supersedes all prior negotiations, representations, or agreements, whether written or oral, relating to the subject matter hereof. Nothing in this Agreement shall constitute a waiver or forfeiture of any other easements or interests held by the District.

19. This Agreement may be amended only by a written instrument executed by Owner and District and recorded in the Official Records of Humboldt County, California. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any action arising out of this Agreement shall lie exclusively in Humboldt County, California.

20. Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly authorized to do so and to bind that Party to the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

OWNER: William Hester

Signature: William Hester

Signature: _____

Name: _____

Name: _____

Its: _____

Its: _____

DISTRICT: MANILA COMMUNITY SERVICES DISTRICT

Signature: [Signature]
Name: CHRISTOPHER DRAG
Title: GENERAL MANAGER

[Attach Notary Acknowledgements and Government Entity Consent to Recordation]

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

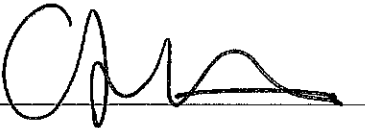
State of California

County of Humboldt

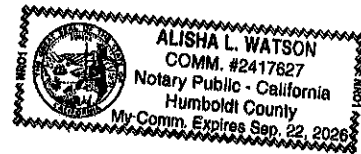
On June 25, 2026 before me, Alisha Watson, Notary Public, personally appeared William Hester who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature 

(Seal)



NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____

(Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Drainage Easement Agreement dated _____, 2026, from _____ to Manila Community Services District, a California community services district, is hereby accepted by order of the Board of Directors on _____, 2026, of said Manila Community Services District, and the grantee consents to recordation thereof by its duly authorized officer. This Certificate of Acceptance is executed in accord with California Government Code Section 27281.

Dated: _____

By: _____

Printed Name: _____

Title: _____

Exhibit 1
Owner's Property - Legal Description

For APN/Parcel ID(s): 400-061-018-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF HUMBOLDT, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 3 IN BAYSHORE ACRES SUBDIVISION ACCORDING TO THE OFFICIAL MAP THEREOF FILED IN BOOK 12 OF MAPS, PAGES 44, 45 AND 46, HUMBOLDT COUNTY RECORDS.

EXHIBIT A

SOUTH PENINSULA DRIVE EASEMENT

The easement area for the Manila Flood Reduction and Drainage Enhancement Project, situated in Township 5 North, Range 1 West, Humboldt Meridian, Section 3, in the County of Humboldt, State of California, described as follows:

BEGINNING at the Southwest corner of Lot 3 in Bayshore Acres Subdivision according to the Official Map thereof filed in Book 12 of Maps, Pages 44, 45, and 46, Humboldt County Records;

THENCE North 28 degrees 57 minutes 00 seconds East along the Westerly line of said Lot 3, 25.00 feet;

THENCE leaving said Westerly line and parallel with the Southerly line of said Lot 3, South 61 degrees 03 minutes 00 seconds East, 140.00 feet;

THENCE South 28 degrees 57 minutes 00 seconds West, 25.00 feet to the Southerly line of said Lot 3;

THENCE North 61 degrees 03 minutes 00 seconds West along said Southerly line of said Lot 3, 140.00 feet more or less to the **POINT OF BEGINNING**.

Basis of Bearings is the Official Map of the Bayshore Acres Subdivision filed in Book 12 of Maps, Pages 44, 45, 46, Humboldt County Records.

END OF DESCRIPTION



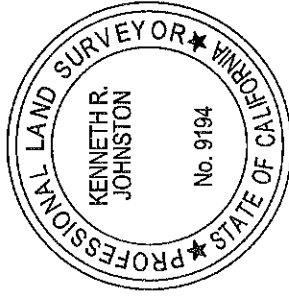
Kenneth R. Johnston, PLS 9194

Dated 3/4/2026



EXHIBIT B DRAINAGE EASEMENT

Section 3, T5N, R1W Humboldt Meridian
Basis of Bearings is Book 12 of Maps, Pages 44-46,
Humboldt County Records.

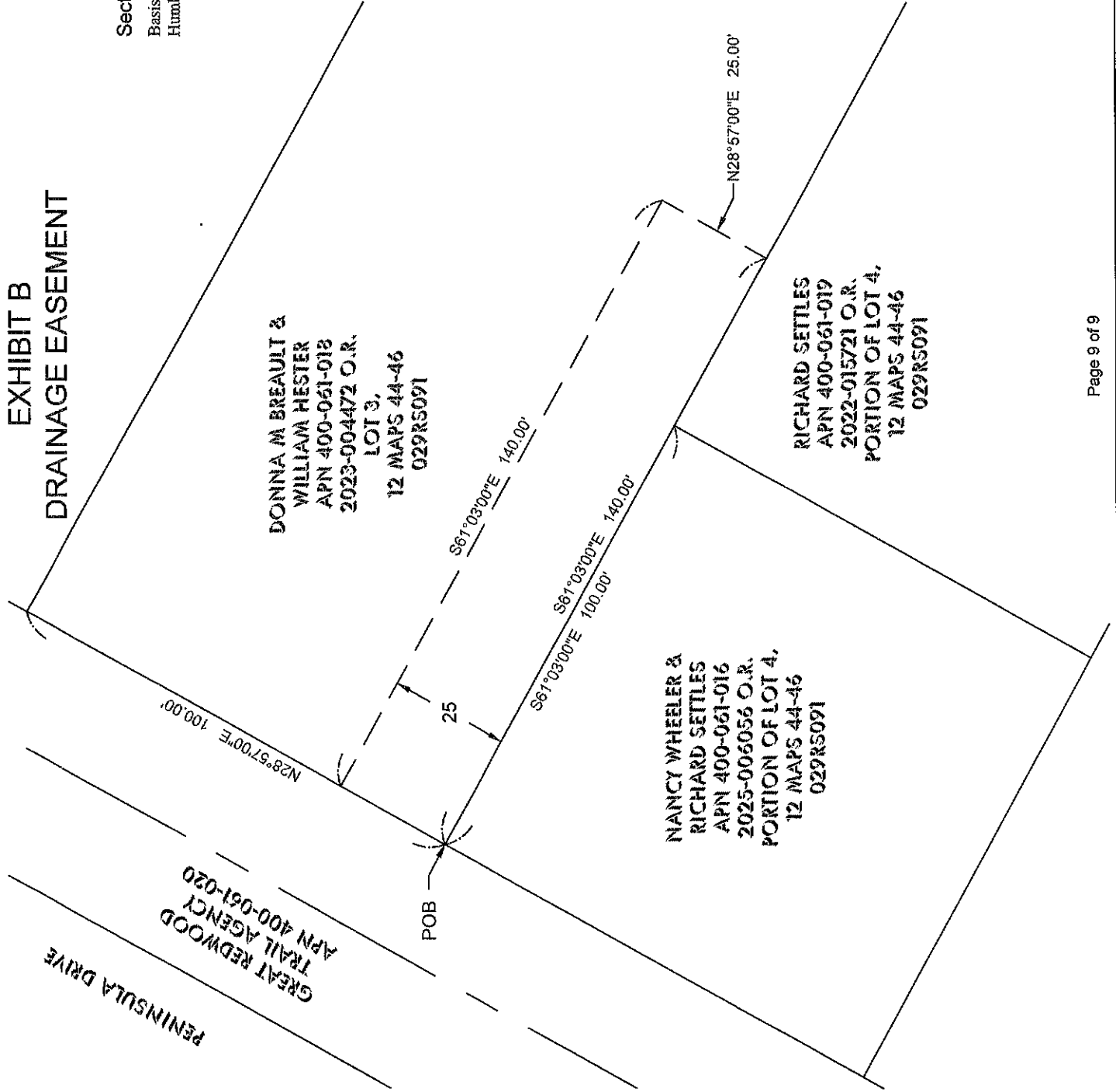


[Signature]

Kenneth R. Johnston, PLS 9194
Dated 3/4/2026



Scale 1" = 30'



ONTIVEROS & ASSOCIATES, INC.
CONSULTING ENGINEERS AND SURVEYORS
FORTUNA, CA
(707)-725-7410

Recording requested by:

Manila Community Services District
1901 Park Street
Arcata, CA 95521

When recorded mail to:

Manila Community Services District
1901 Park Street
Arcata, CA 95521

THE UNDERSIGNED TRANSFEROR(S) DECLARE(S): DOCUMENTARY TRANSFER TAX: None.
Easement- No Consideration - R&T §§ 11911 and 11922

DRAINAGE EASEMENT AGREEMENT

This Drainage Easement Agreement ("Agreement") is made as of June 18, 2026 by and between Wilathi Ellen Weaver ("Owner"), and the Manila Community Services District, an independent special district ("District"). Owner and District may be referred to herein individually as a "Party" and collectively as the "Parties."

Recitals

A. Owner represents and warrants that Owner is the fee owner of that certain real property located in Humboldt County, California, commonly identified for assessment purposes as Assessor's Parcel Number(s) 400-031-029, and more particularly described in **Exhibit 1** attached hereto and incorporated herein by this reference ("Owner's Property"), and that Owner has the full and exclusive right to enter into and grant this Agreement.

B. District has received grant funding for drainage and flood reduction improvements administered by the California Natural Resources Agency (the "Grant") and has prepared plans for improvements to drainage channels, which plans are on file with District (the "Drainage Improvements and Flood Reduction Project").

C. District requires periodic access to and through Owner's Property for the construction, inspection, monitoring, maintenance, repair, replacement, improvement, and operation of drainage channels and related improvements located within that portion of Owner's Property more particularly described in **Exhibit A** and depicted in **Exhibit B**, both of which are attached hereto and incorporated herein by this reference (the "Easement Area"). The easement granted herein is referred to as the "Easement".

Agreement

NOW, THEREFORE, incorporating the foregoing Recitals as material terms herein, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties

agree as follows:

1. Owner represents and warrants that Owner is the fee owner of Owner's Property and has the full and exclusive right to grant this Easement over the Easement Area described and/or depicted in **Exhibits A and B**.

2. Owner hereby grants and conveys to District a perpetual nonexclusive easement over, under, across, and through the Easement Area for the purposes of constructing, reconstructing, installing, inspecting, monitoring, maintaining, repairing, replacing, renewing, improving, operating, and using drainage channels, drainage facilities, and related improvements comprising or associated with the Drainage Improvements and Flood Reduction Project, together with all rights reasonably necessary or convenient to accomplish such purposes.

3. The rights granted to District under this Agreement include, without limitation, the right to:

- (a) enter upon the Easement Area and adjacent portions of Owner's Property as reasonably necessary to access the Easement Area;
- (b) use vehicles, machinery, tools, materials, personnel, agents, employees, and contractors;
- (c) remove vegetation, sediment, debris, obstructions, and encroachments interfering with the Easement purposes;
- (d) temporarily stockpile equipment and materials and temporarily place fill or other construction materials as reasonably necessary to perform authorized work; and
- (e) take such other actions as District reasonably determines are necessary or convenient to exercise the rights granted by this Agreement.

4. District may, in its reasonable discretion, perform or cause to be performed within the Easement Area such inspection, monitoring, debris removal, vegetation management, maintenance, repair, replacement, renewal, reconstruction, improvement, and related work as District deems necessary or desirable to further the Easement purposes.

5. The Easement includes the right of reasonable ingress to and egress from the Easement Area over Owner's Property, and the right to use such additional temporary work areas on Owner's Property as may be reasonably necessary for access and performance of the Easement purposes.

6. Owner reserves the right to use Owner's Property, including the Easement Area, to the extent such use does not interfere with, obstruct, damage, or unreasonably burden District's exercise of its rights under this Agreement.

7. Without the prior written consent of District, Owner shall not construct, place, install, plant, maintain, or permit within the Easement Area any building, structure, wall, fence, utility, tree, landscaping, fill, storage, obstruction, or other improvement or encroachment, nor alter grades or drainage patterns affecting the Easement Area, if any such action may interfere

with the Easement purposes or District's access to or use of the Easement Area.

8. If any obstruction, encroachment, or condition exists within the Easement Area that interferes with the Easement purposes, District may provide Owner with written notice and a reasonable opportunity to cure, except in the event of an emergency. If Owner fails to cure within the time stated in the notice, or if immediate action is reasonably necessary to protect public health, safety, property, or drainage function, District may remove or remedy the obstruction, encroachment, or condition at Owner's expense to the extent permitted by law.

9. District is hereby authorized to conduct inspection, monitoring, maintenance, repair, replacement, and related work within the Easement Area as District reasonably determines necessary or desirable. Nothing in this Agreement shall be construed to impose upon District any obligation to construct, inspect, monitor, maintain, repair, replace, improve, or perform any work within the Easement Area at any particular time or on any particular schedule, all such actions being within District's discretion except as otherwise required by applicable law.

10. Following completion of work by District, District shall restore disturbed portions of Owner's Property to a condition reasonably similar to that existing immediately prior to District's entry, ordinary wear and tear excepted. Notwithstanding the foregoing, District shall have no obligation to replace or restore any unauthorized improvements, encroachments, landscaping, or vegetation within the Easement Area that District reasonably determines must be removed or disturbed to exercise its rights under this Agreement.

11. Except in the event of an emergency or where impracticable, District shall make reasonable efforts to provide Owner with prior notice before entering Owner's Property to perform substantial construction, repair, or maintenance activities.

12. District shall defend, indemnify, and hold harmless Owner from and against any and all claims, demands, actions, damages, liabilities, losses, costs, and expenses, including reasonable attorneys' fees, but only to the extent arising out of the negligent or wrongful acts or omissions of District or its officers, employees, agents, or contractors in the exercise of District's rights under this Agreement.

13. Owner shall defend, indemnify, and hold harmless District from and against any and all claims, demands, actions, damages, liabilities, losses, costs, and expenses, including reasonable attorneys' fees, but only to the extent arising out of the negligent or wrongful acts or omissions of Owner or Owner's officers, employees, agents, contractors, tenants, licensees, or invitees, or arising from any breach by Owner of this Agreement.

14. This Agreement and the Easement granted herein shall run with the land and shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, assigns, tenants, licensees, and other persons claiming through them.

15. District may record this Agreement in the Official Records of Humboldt County, California.

16. No delay or omission by District in exercising any right under this Agreement shall impair such right or be construed as a waiver. No use of the Easement Area by Owner or any third party inconsistent with this Agreement shall ripen into any prescriptive right against District.

17. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

18. This Agreement constitutes the entire agreement between the Parties with respect to the Easement described herein and supersedes all prior negotiations, representations, or agreements, whether written or oral, relating to the subject matter hereof. Nothing in this Agreement shall constitute a waiver or forfeiture of any other easements or interests held by the District.

19. This Agreement may be amended only by a written instrument executed by Owner and District and recorded in the Official Records of Humboldt County, California. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any action arising out of this Agreement shall lie exclusively in Humboldt County, California.

20. Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly authorized to do so and to bind that Party to the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

OWNER: Wilothi Weaver

Signature: Wilothi Weaver
Name: Wilothi Weaver
Its: _____

DISTRICT: MANILA COMMUNITY SERVICES DISTRICT

Signature: [Signature]
Name: Quasimiro Dap
Title: General Manager

[Attach Notary Acknowledgements and Government Entity Consent to Recordation]

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

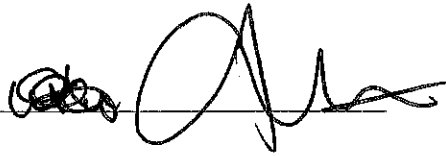
State of California
County of Humboldt

On June 18 2026 before me, Alisha Watson, Notary Public,
personally appeared Wilma Weaver who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

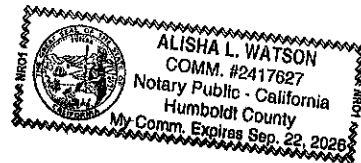
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

Witness my hand and official seal.

Signature



(Seal)



NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____ before me, _____, Notary Public,
personally appeared _____ who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

Witness my hand and official seal.

Signature _____

(Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Drainage Easement Agreement dated _____, 2026, from _____ to Manila Community Services District, a California community services district, is hereby accepted by order of the Board of Directors on _____, 2026, of said Manila Community Services District, and the grantee consents to recordation thereof by its duly authorized officer. This Certificate of Acceptance is executed in accord with California Government Code Section 27281.

Dated: _____

By: _____

Printed Name: _____

Title: _____

Exhibit 1
Owner's Property - Legal Description

DESCRIPTION

That real property, situate in the County of Humboldt, State of California, described as follows:

PARCEL ONE:

That portion of Lots 16A and 17A of the Subdivision of Lot 1 of Bayshore Acres as per Map thereof filed in Book 12 of Maps, Page 85, Humboldt County Records, described as follows:

BEGINNING at the Northwest corner of said Lot 17A;
thence along the Northwest line of said Lot 17A Southwesterly 12 feet, more or less to a ditch and the true point of beginning;
thence Southerly in a straight line to the Southeast corner of said Lot 17A;
thence Southeasterly along the Southwesterly line of said Lot 16A, a distance of 100 feet, more or less, to the Southeast corner of said Lot 16A;
thence Northeasterly along the Southeasterly line of Lot 16A to the Southwesterly line of the land described in Deed to Pleasant H. Mansell, et ux, recorded August 3, 1982, in Book 698 of Official Records, Page 78, Humboldt County Records;
thence Northwesterly along the last named line and along the Southwesterly line of the land described in Deed to Manila Marketing Co. recorded July 18, 1972, in Book 1146 of Official Records, Page 327, Humboldt County Records, to a ditch as it existed on February 11, 1958;
thence Northerly along said ditch, 85 feet, more or less to the true point of beginning.

PARCEL TWO:

A non-exclusive easement for ingress, egress and public utilities and incidents thereto over the Northwesterly 16 feet of the following described parcel of land.

BEGINNING at the Northeasterly corner of Lot 16A of the Subdivision of Lot 1, Bayshore Acres as per Map thereof filed in Book 12 of Maps, Page 85, Humboldt County Records;
thence Southerly along the Easterly line of said lot, 113.91 feet;
thence Westerly parallel with the Northerly line of said lot, 80 feet;
thence Northerly parallel with the Easterly line of said lot, 113.91 feet to Mill Street;
thence along Mill Street, 80 feet to the point of beginning.

EXHIBIT A

MILL STREET EASEMENT

The easement area for the Manila Flood Reduction and Drainage Enhancement Project situated in Township 5 North, Range 1 West, Humboldt Meridian, Section 3, in the County of Humboldt, State of California, described as follows:

A 25 foot wide easement, the centerline of which is described as follows:

COMMENCING at the Northwest corner of Lot 18A of the Subdivision of Lot 1, Bayshore Acres, as per Map thereof filed in Book 12 of Maps, Pages 84 and 85, Humboldt County Records;

THENCE North 89 degrees 48 minutes 00 seconds East, 51.15 feet along the North line of said Lot 18A to a point in the center of the as built drainage ditch and the **TRUE POINT OF BEGINNING**;

THENCE South 63 degrees 55 minutes 00 seconds East, 115.78 feet;

THENCE South 29 degrees 01 minutes 21 seconds East, 85.00 feet;

THENCE South 16 degrees 30 minutes 00 seconds East, 112.06 feet more or less to the Southerly line of Lot 16A of said Subdivision of Lot 1, Bayshore Acres, as per Map thereof filed in Book 12 of Maps, Pages 84 and 85, Humboldt County Records;

The sidelines of the above described easement are to be shortened or lengthened so as to begin at the North line of said Lot 18A and end at the Southerly line of said Lot 16A in said Subdivision of Lot 1, Bayshore Acres.

Basis of Bearings is the Map of the Subdivision of Lot 1, Bayshore Acres, recorded in Book 12 of Maps, Pages 84 and 85, Humboldt County Records.

END OF DESCRIPTION



Kenneth R. Johnston, PLS 9194

Dated 3/4/2026

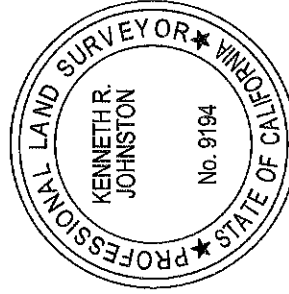
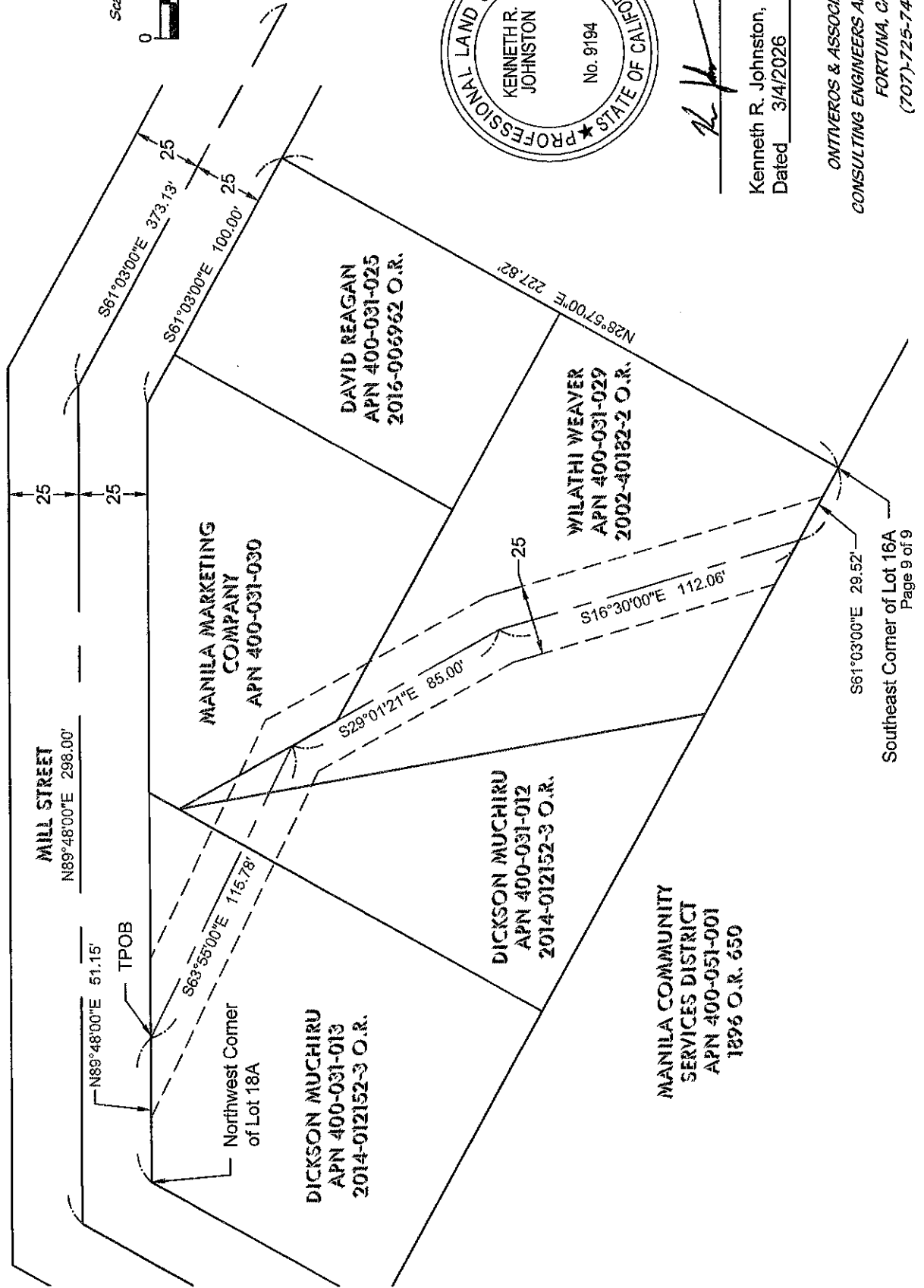


EXHIBIT B DRAINAGE EASEMENT

Section 3, T5N, R1W Humboldt Meridian
Basis of Bearings is Book 12 of Maps, Pages 84-85,
Humboldt County Records.



Scale 1" = 50'



[Signature]

Kenneth R. Johnston, PLS 9194
Dated 3/4/2026

ONTIVEROS & ASSOCIATES, INC.
CONSULTING ENGINEERS AND SURVEYORS
FORTUNA, CA
(707)-725-7410

Recording requested by:

Manila Community Services District
1901 Park Street
Arcata, CA 95521

When recorded mail to:

Manila Community Services District
1901 Park Street
Arcata, CA 95521

THE UNDERSIGNED TRANSFEROR(S) DECLARE(S): DOCUMENTARY TRANSFER TAX: None.
Easement- No Consideration - R&T §§ 11911 and 11922

DRAINAGE EASEMENT AGREEMENT

This Drainage Easement Agreement ("Agreement") is made as of _____, by and between Dickson Muchiru ("Owner"), and the Manila Community Services District, an independent special district ("District"). Owner and District may be referred to herein individually as a "Party" and collectively as the "Parties."

Recitals

A. Owner represents and warrants that Owner is the fee owner of that certain real property located in Humboldt County, California, commonly identified for assessment purposes as Assessor's Parcel Number(s) 400-031-012 & 400-031-013, and more particularly described in **Exhibit 1** attached hereto and incorporated herein by this reference ("Owner's Property"), and that Owner has the full and exclusive right to enter into and grant this Agreement.

B. District has received grant funding for drainage and flood reduction improvements administered by the California Natural Resources Agency (the "Grant") and has prepared plans for improvements to drainage channels, which plans are on file with District (the "Drainage Improvements and Flood Reduction Project").

C. District requires periodic access to and through Owner's Property for the construction, inspection, monitoring, maintenance, repair, replacement, improvement, and operation of drainage channels and related improvements located within that portion of Owner's Property more particularly described in **Exhibit A** and depicted in **Exhibit B**, both of which are attached hereto and incorporated herein by this reference (the "Easement Area"). The easement granted herein is referred to as the "Easement".

Agreement

NOW, THEREFORE, incorporating the foregoing Recitals as material terms herein, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties

agree as follows:

1. Owner represents and warrants that Owner is the fee owner of Owner's Property and has the full and exclusive right to grant this Easement over the Easement Area described and/or depicted in **Exhibits A and B**.

2. Owner hereby grants and conveys to District a perpetual nonexclusive easement over, under, across, and through the Easement Area for the purposes of constructing, reconstructing, installing, inspecting, monitoring, maintaining, repairing, replacing, renewing, improving, operating, and using drainage channels, drainage facilities, and related improvements comprising or associated with the Drainage Improvements and Flood Reduction Project, together with all rights reasonably necessary or convenient to accomplish such purposes.

3. The rights granted to District under this Agreement include, without limitation, the right to:

- (a) enter upon the Easement Area and adjacent portions of Owner's Property as reasonably necessary to access the Easement Area;
- (b) use vehicles, machinery, tools, materials, personnel, agents, employees, and contractors;
- (c) remove vegetation, sediment, debris, obstructions, and encroachments interfering with the Easement purposes;
- (d) temporarily stockpile equipment and materials and temporarily place fill or other construction materials as reasonably necessary to perform authorized work; and
- (e) take such other actions as District reasonably determines are necessary or convenient to exercise the rights granted by this Agreement.

4. District may, in its reasonable discretion, perform or cause to be performed within the Easement Area such inspection, monitoring, debris removal, vegetation management, maintenance, repair, replacement, renewal, reconstruction, improvement, and related work as District deems necessary or desirable to further the Easement purposes.

5. The Easement includes the right of reasonable ingress to and egress from the Easement Area over Owner's Property, and the right to use such additional temporary work areas on Owner's Property as may be reasonably necessary for access and performance of the Easement purposes.

6. Owner reserves the right to use Owner's Property, including the Easement Area, to the extent such use does not interfere with, obstruct, damage, or unreasonably burden District's exercise of its rights under this Agreement.

7. Without the prior written consent of District, Owner shall not construct, place, install, plant, maintain, or permit within the Easement Area any building, structure, wall, fence, utility, tree, landscaping, fill, storage, obstruction, or other improvement or encroachment, nor alter grades or drainage patterns affecting the Easement Area, if any such action may interfere

with the Easement purposes or District's access to or use of the Easement Area.

8. If any obstruction, encroachment, or condition exists within the Easement Area that interferes with the Easement purposes, District may provide Owner with written notice and a reasonable opportunity to cure, except in the event of an emergency. If Owner fails to cure within the time stated in the notice, or if immediate action is reasonably necessary to protect public health, safety, property, or drainage function, District may remove or remedy the obstruction, encroachment, or condition at Owner's expense to the extent permitted by law.

9. District is hereby authorized to conduct inspection, monitoring, maintenance, repair, replacement, and related work within the Easement Area as District reasonably determines necessary or desirable. Nothing in this Agreement shall be construed to impose upon District any obligation to construct, inspect, monitor, maintain, repair, replace, improve, or perform any work within the Easement Area at any particular time or on any particular schedule, all such actions being within District's discretion except as otherwise required by applicable law.

10. Following completion of work by District, District shall restore disturbed portions of Owner's Property to a condition reasonably similar to that existing immediately prior to District's entry, ordinary wear and tear excepted. Notwithstanding the foregoing, District shall have no obligation to replace or restore any unauthorized improvements, encroachments, landscaping, or vegetation within the Easement Area that District reasonably determines must be removed or disturbed to exercise its rights under this Agreement.

11. Except in the event of an emergency or where impracticable, District shall make reasonable efforts to provide Owner with prior notice before entering Owner's Property to perform substantial construction, repair, or maintenance activities.

12. District shall defend, indemnify, and hold harmless Owner from and against any and all claims, demands, actions, damages, liabilities, losses, costs, and expenses, including reasonable attorneys' fees, but only to the extent arising out of the negligent or wrongful acts or omissions of District or its officers, employees, agents, or contractors in the exercise of District's rights under this Agreement.

13. Owner shall defend, indemnify, and hold harmless District from and against any and all claims, demands, actions, damages, liabilities, losses, costs, and expenses, including reasonable attorneys' fees, but only to the extent arising out of the negligent or wrongful acts or omissions of Owner or Owner's officers, employees, agents, contractors, tenants, licensees, or invitees, or arising from any breach by Owner of this Agreement.

14. This Agreement and the Easement granted herein shall run with the land and shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, assigns, tenants, licensees, and other persons claiming through them.

15. District may record this Agreement in the Official Records of Humboldt County, California.

16. No delay or omission by District in exercising any right under this Agreement shall impair such right or be construed as a waiver. No use of the Easement Area by Owner or any third party inconsistent with this Agreement shall ripen into any prescriptive right against District.

17. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

18. This Agreement constitutes the entire agreement between the Parties with respect to the Easement described herein and supersedes all prior negotiations, representations, or agreements, whether written or oral, relating to the subject matter hereof. Nothing in this Agreement shall constitute a waiver or forfeiture of any other easements or interests held by the District.

19. This Agreement may be amended only by a written instrument executed by Owner and District and recorded in the Official Records of Humboldt County, California. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any action arising out of this Agreement shall lie exclusively in Humboldt County, California.

20. Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly authorized to do so and to bind that Party to the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

OWNER: _____

Signature: _____

Name: _____

Its: _____

DISTRICT: MANILA COMMUNITY SERVICES DISTRICT

Signature: _____

Name: _____

Title: _____

[Attach Notary Acknowledgements and Government Entity Consent to Recordation]

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____, Notary Public,
personally appeared _____ who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

Witness my hand and official seal.

Signature _____

(Seal)

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____, Notary Public,
personally appeared _____ who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

Witness my hand and official seal.

Signature _____

(Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Drainage Easement Agreement dated _____, 2026, from _____ to Manila Community Services District, a California community services district, is hereby accepted by order of the Board of Directors on _____, 2026, of said Manila Community Services District, and the grantee consents to recordation thereof by its duly authorized officer. This Certificate of Acceptance is executed in accord with California Government Code Section 27281.

Dated: _____

By: _____

Printed Name: _____

Title: _____

Exhibit 1
Owner's Property - Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF HUMBOLDT, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 17A AND 18A OF THE SUBDIVISION OF LOT 1 OF BAYSHORE ACRES, ACCORDING TO THE MAP OF SAID SUBDIVISION ON FILE IN THE OFFICE OF THE RECORDER OF HUMBOLDT COUNTY IN BOOK 12 OF MAPS, PAGES 84 AND 85.

EXCEPTING THEREFROM THAT PORTION OF LOT 17A CONVEYED TO MANILA MARKETING CO., A CALIFORNIA CORPORATION, BY DEED RECORDED JULY 18, 1972 IN BOOK 1146, PAGE 327, HUMBOLDT COUNTY OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION OF LOT 17A CONVEYED TO PLEASANT H. MANSELL, ET UX, BY DEED RECORDED MARCH 7, 1978 IN BOOK 1475, PAGE 91, HUMBOLDT COUNTY OFFICIAL RECORDS.

APN: 400-031-012 & 400-031-013

EXHIBIT A

MILL STREET EASEMENT

The easement area for the Manila Flood Reduction and Drainage Enhancement Project situated in Township 5 North, Range 1 West, Humboldt Meridian, Section 3, in the County of Humboldt, State of California, described as follows:

A 25 foot wide easement, the centerline of which is described as follows:

COMMENCING at the Northwest corner of Lot 18A of the Subdivision of Lot 1, Bayshore Acres, as per Map thereof filed in Book 12 of Maps, Pages 84 and 85, Humboldt County Records;

THENCE North 89 degrees 48 minutes 00 seconds East, 51.15 feet along the North line of said Lot 18A to a point in the center of the as built drainage ditch and the **TRUE POINT OF BEGINNING**;

THENCE South 63 degrees 55 minutes 00 seconds East, 115.78 feet;

THENCE South 29 degrees 01 minutes 21 seconds East, 85.00 feet;

THENCE South 16 degrees 30 minutes 00 seconds East, 112.06 feet more or less to the Southerly line of Lot 16A of said Subdivision of Lot 1, Bayshore Acres, as per Map thereof filed in Book 12 of Maps, Pages 84 and 85, Humboldt County Records;

The sidelines of the above described easement are to be shortened or lengthened so as to begin at the North line of said Lot 18A and end at the Southerly line of said Lot 16A in said Subdivision of Lot 1, Bayshore Acres.

Basis of Bearings is the Map of the Subdivision of Lot 1, Bayshore Acres, recorded in Book 12 of Maps, Pages 84 and 85, Humboldt County Records.

END OF DESCRIPTION



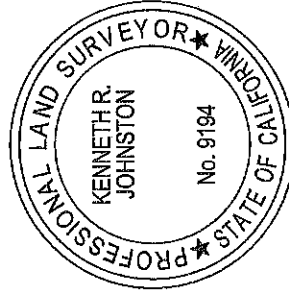
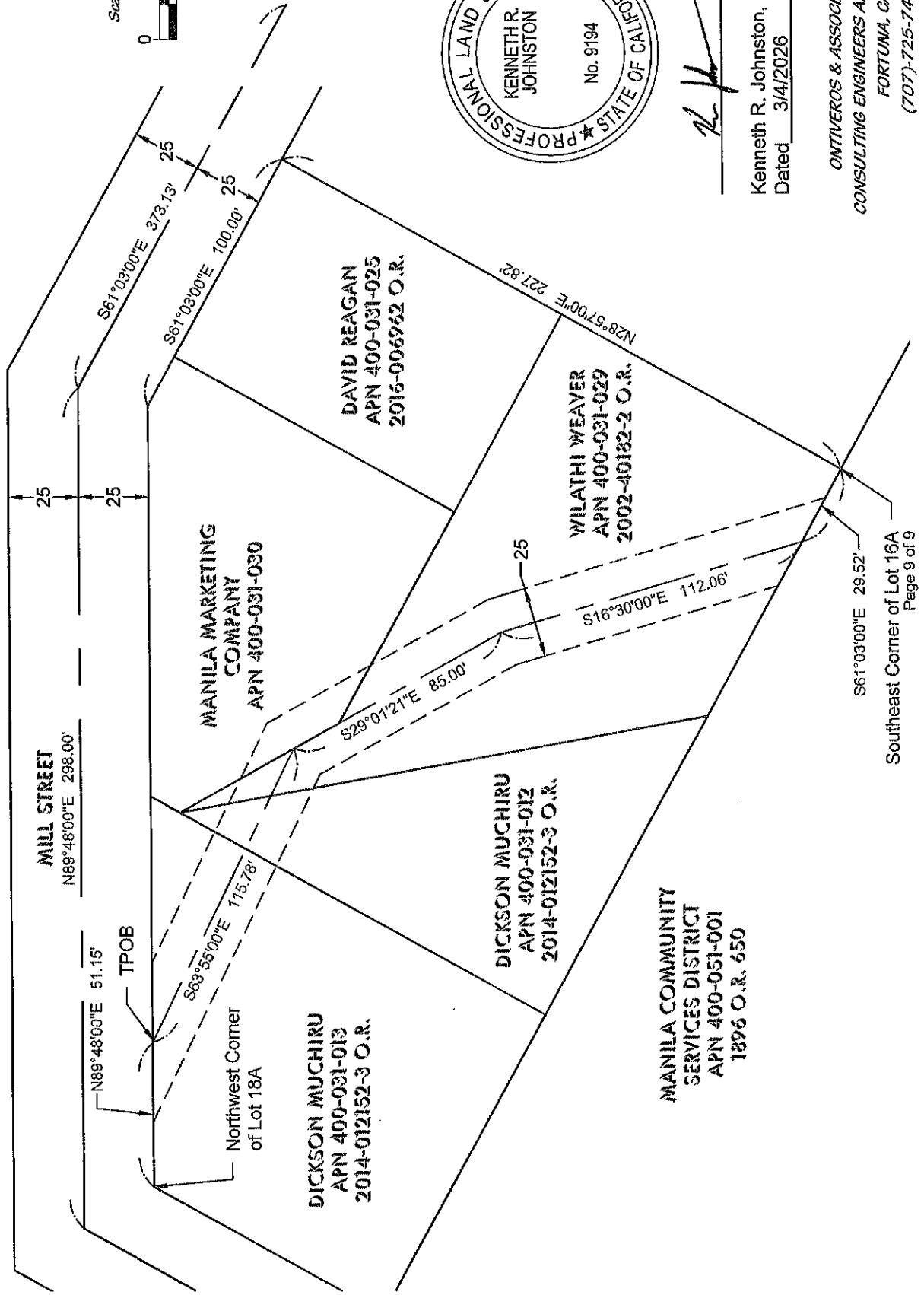
Kenneth R. Johnston, PLS 9194

Dated 3/4/2026



EXHIBIT B DRAINAGE EASEMENT

Section 3, T5N, R1W Humboldt Meridian
Basis of Bearings is Book 12 of Maps, Pages 84-85,
Humboldt County Records.



[Signature]

Kenneth R. Johnston, PLS 9194
Dated 3/4/2026

ONTIVEROS & ASSOCIATES, INC.
CONSULTING ENGINEERS AND SURVEYORS
FORTUNA, CA
(707)-725-7410

Manila Community Services District

7/1/2026 1:38 PM

Register: 10117 · Coast Central Checking

From 05/20/2026 through 07/01/2026

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
05/21/2026			12000 · Accounts Rece...	Deposit			15,075.22	98,083.22
05/22/2026		OPTIMUM	-split-	paid online ACH	408.79			97,674.43
05/22/2026		OPTIMUM*	80000 · Sewer Dept. E...	paid online Ac...	75.09			97,599.34
05/23/2026		Debit Card- CCCU	-split-	Adobe	19.99			97,579.35
05/26/2026		Debit Card- CCCU	-split-	Costco	387.42			97,191.93
05/26/2026		Debit Card- CCCU	-split-	Amazon	26.84			97,165.09
05/26/2026		Debit Card- CCCU	-split-	Amazon	228.03			96,937.06
05/26/2026		INTUIT	-split-	QB payroll sub...	1,270.00			95,667.06
05/26/2026		VERIZON WIRELE...	-split-	Account #3420...	107.32			95,559.74
05/26/2026		PACIFIC GAS AND...	80000 · Sewer Dept. E...	Acct 34288574...	2,903.33			92,656.41
05/26/2026	3088	John W. Mckowen T...	23000 · CBSW Cust...	Deposit refund ...	107.31			92,549.10
05/26/2026	3089	CBS LEASING CO...	22000 · Accounts Paya...	003-0610693-0...	290.50			92,258.60
05/26/2026	3090	HUMBOLDT BAY ...	22000 · Accounts Paya...	April 1-30, 202...	7,765.71			84,492.89
05/26/2026	3091	HUMBOLDT COU...	22000 · Accounts Paya...	Inv PT0002390	524.89			83,968.00
05/26/2026	3092	KEENAN - HAJOC...	22000 · Accounts Paya...	CUST 26-5561...	184.94			83,783.06
05/26/2026	3093	MILLER FARMS N...	22000 · Accounts Paya...	47413	101.20			83,681.86
05/26/2026	3094	RECOLOGY HUMB...	22000 · Accounts Paya...	CUST 060790...	732.69			82,949.17
05/26/2026	3095	Restif Cleaning Servi...	22000 · Accounts Paya...	Bathroom Clea...	360.00			82,589.17
05/26/2026	3096	Shafers Ace Hardware	22000 · Accounts Paya...	INV 200722/3	65.86			82,523.31
05/26/2026	3097	The Mitchell Law Fir...	22000 · Accounts Paya...	Inv 10844	1,168.00			81,355.31
05/26/2026	3098	VALLEY PACIFIC ...	22000 · Accounts Paya...	10366	384.68			80,970.63
05/27/2026			12770 · Prop 1 Accoun...	Deposit			238,525.00	319,495.63
05/28/2026		QuickBooks Payroll ...	-split-	Created by Pay...	6,537.98			312,957.65
05/29/2026		EFTPS	-split-	94-1653492	2,423.16			310,534.49
05/29/2026		Nuvei (Paya)	-split-	Electronic proc...	15.00			310,519.49
05/29/2026	3099	GHD	22000 · Accounts Paya...		13,850.20			296,669.29
05/29/2026	3100	Wahlund Constructio...	22000 · Accounts Paya...		224,674.79			71,994.50
05/29/2026	DD2328	BACHEMIN, CYNT...	-split-	Direct Deposit		X		71,994.50
05/29/2026	DD2329	BRODERICK, JOHN J	-split-	Direct Deposit		X		71,994.50
05/29/2026	DD2330	DROP, CHRISTOP...	-split-	Direct Deposit		X		71,994.50
05/29/2026	DD2331	FAULK-KELLOGG,...	-split-	Direct Deposit		X		71,994.50
05/29/2026	DD2332	KITTLESON, KEN...	-split-	Direct Deposit		X		71,994.50
05/29/2026	DD2333	Muniz**, Danielle	-split-	Direct Deposit		X		71,994.50
05/29/2026	DD2334	RYAN, MEGHAN	-split-	Direct Deposit		X		71,994.50
05/29/2026	DD2335	WATSON, ALISHA L	-split-	Direct Deposit		X		71,994.50
05/31/2026			12000 · Accounts Rece...	Deposit			6,707.57	78,702.07
05/31/2026			12000 · Accounts Rece...	Deposit			8,612.15	87,314.22
06/02/2026			12000 · Accounts Rece...	Deposit			1,620.16	88,934.38
06/09/2026	3101	PAUL MACHADO	22000 · Accounts Paya...	MOWING PA...	240.00			88,694.38
06/11/2026		QuickBooks Payroll ...	-split-	Adjusted for vo...				88,694.38

Manila Community Services District

7/1/2026 1:38 PM

Register: 10117 · Coast Central Checking

From 05/20/2026 through 07/01/2026

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
06/11/2026		QuickBooks Payroll ...	-split-	Created by Pay...	6,008.86			82,685.52
06/12/2026		EFTPS	-split-	94-1653492	2,306.12			80,379.40
06/12/2026	DD2336	DROP, CHRISTOP...	-split-	VOID: Direct ...		X		80,379.40
06/12/2026	DD2337	KITTLESON, KEN...	-split-	VOID: Direct ...		X		80,379.40
06/12/2026	DD2338	WATSON, ALISHA L	-split-	VOID: Direct ...		X		80,379.40
06/12/2026	DD2339	DROP, CHRISTOP...	-split-	Direct Deposit		X		80,379.40
06/12/2026	DD2340	KITTLESON, KEN...	-split-	Direct Deposit		X		80,379.40
06/12/2026	DD2341	WATSON, ALISHA L	-split-	Direct Deposit		X		80,379.40
06/15/2026		Debit Card- CCCU	-split-	Starlink	80.00			80,299.40
06/16/2026		Debit Card- CCCU	-split-	Tractor Supply	907.87			79,391.53
06/16/2026	3102	PAUL MACHADO	22000 · Accounts Paya...	MOWING Dist...	200.00			79,191.53
06/17/2026			12999 · Undeposited F...	Deposit			8,364.00	87,555.53
06/17/2026	3103	ADVANCED SECU...	22000 · Accounts Paya...		213.00			87,342.53
06/17/2026	3104	BADGER METER	22000 · Accounts Paya...	INV 8023745...	17.35			87,325.18
06/17/2026	3105	CBS LEASING CO...	22000 · Accounts Paya...	003-0610693-0...	290.50			87,034.68
06/17/2026	3106	FLY LAB	22000 · Accounts Paya...	Reimbursement	43.79			86,990.89
06/17/2026	3107	HUMBOLDT BAY ...	22000 · Accounts Paya...	May 1-29, 202...	8,240.24			78,750.65
06/17/2026	3108	Microbac Laboraorie...	22000 · Accounts Paya...	Jan, Feb, Marc...	798.00			77,952.65
06/17/2026	3109	Shafers Ace Hardware	22000 · Accounts Paya...	INV 202725	119.90			77,832.75
06/17/2026	3110	The Mitchell Law Fir...	22000 · Accounts Paya...	Inv 11193 Aud...	224.50			77,608.25
06/17/2026	3111	VALLEY PACIFIC ...	22000 · Accounts Paya...	10366	320.52			77,287.73
06/18/2026		SDRMA MB	60000 · Water Dept. E...	Auto-pay June ...	3,325.88			73,961.85
06/18/2026		SDRMA MB	60000 · Water Dept. E...	Auto-pay July ...	3,325.88			70,635.97
06/25/2026			12999 · Undeposited F...	Deposit			8,364.00	78,999.97
06/25/2026			12000 · Accounts Recee...	Deposit			14,501.00	93,500.97
06/25/2026		QuickBooks Payroll ...	-split-	Created by Pay...	6,027.52			87,473.45
06/26/2026		EFTPS	-split-	94-1653492	2,316.72			85,156.73
06/26/2026		INTUIT	-split-	QB Plus Annua...	1,149.00			84,007.73
06/26/2026	DD2342	DROP, CHRISTOP...	-split-	Direct Deposit		X		84,007.73
06/26/2026	DD2343	KITTLESON, KEN...	-split-	Direct Deposit		X		84,007.73
06/26/2026	DD2344	WATSON, ALISHA L	-split-	Direct Deposit		X		84,007.73
06/30/2026		VERIZON WIRELE...	-split-	Account #3420...	107.32			83,900.41
06/30/2026		PACIFIC GAS AND...	80000 · Sewer Dept. E...	Acct 34288574...	2,630.39			81,270.02
07/01/2026			12000 · Accounts Recee...	Deposit			1,716.93	82,986.95
07/01/2026		SDRMA	-split-	ACH Payment ...	7,249.57			75,737.38
07/01/2026		SDRMA	-split-	ACH Payment ...	26,137.38			49,600.00
07/01/2026		EFTPS	60000 · Water Dept. E...	Underpayment ...	3,207.98			46,392.02
07/01/2026	3112	PAUL MACHADO	22000 · Accounts Paya...	MOWING Dist...	80.00			46,312.02



MANILA COMMUNITY SERVICES DISTRICT

Minutes of Regular Meeting Tuesday May 19th, 2026

1. **ROLL CALL, DETERMINE QUORUM:** *Ryan (remote), Bachemin, Broderick, Faulk-Kellogg and Muniz present. Staff Drop present.*
2. **APPROVE AGENDA:** *there were no changes to the agenda*
3. **PUBLIC INPUT / PETITIONS / ANNOUNCEMENTS:** .
4. **BUSINESS ITEMS:**
 - a) GM Contract Extension
Muniz/Faulk-Kellogg to approve extension. Vote: 5-0
 - b) Draft Budget FY 2027 with FY2026 Budget Vs Actual Q3 (staff)
Muniz/Faulk-Kellogg to approve budget with 12k reserves . Vote: 5-0
 - c) Reserves Policy (staff)
Ryan/Bachemin to adopt policy 1st reading. Vote: 5-0
 - d) Local Agency Formation Commission Ballot
Muniz/Faulk-Kellogg nominate Ryan for Lafco commission. Vote: 5-0
 - e) Letter of support for Prop 4 Offshore Wind Ports Development Program
Muniz/Bachemin to tailor a letter of support. Vote 4-0-1 with Faulk-Kellogg abstaining.
5. **CONSENT CALENDAR: (Items may be pulled for future consideration) – Amendments or corrections should be received in writing prior to approval.**
 - a) Receive Disbursements: March 17th, 2026 - to date *Muniz/Broderick for item a). Vote: 5-0*
 - b) Draft Minutes of March 17th, 2026 – *Faulk-Kellogg/Boderick for item b). Vote: 5-0*
6. **BOARD DISCUSSION ITEMS:**
 - a) Committee Member Updates/Reports:
 - b) General Manager's Report:
7. **INCOMING COMMUNICATIONS:**
8. **ADJOURNMENT:**

Thia Bachemin, Secretary

Date: _____

Meghan Ryan, Board President

Date: _____

General Manager's Report for July 2026

Board Matters:

Board Member, **John Broderick** has resigned his board seat. Staff has been advised by County Elections Dept. that the seat should be filled by appointment and will serve the remaining 2 years (2028). Staff has published the vacancy and applications for appointment at September's meeting. For the (2) seats on the ballot, the filing window is July 13 to August 7, 2026. There are currently (2) board seats up for election this November, **Meghan Ryan** and **Danielle Muniz**.

Water Project:

This project is completed and a notice of completion is ready for recordation with the county.

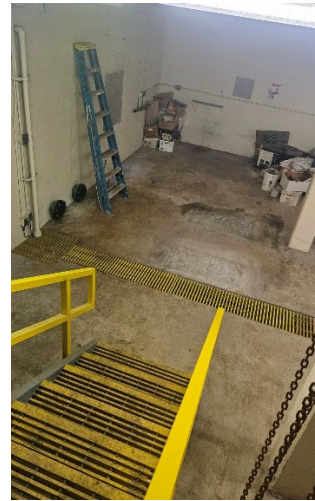
Wastewater Project:

We received our CDP amendment for the monitoring wells and are awaiting Waterboard approval of the work plan to commence construction. We still need one remaining control box-to-pedestal reconnect to alleviate a pumping issue on Lupin where an excessive PGE burden has been placed on a tenant. This is a temporary problem that the district plans to rectify after reconnection is made.

Our influent and effluent flow meters are awaiting re-calibration as the flow rates we're getting are about half of expected/historical rates.



Completed Lift Station



Old pumps removed/capped

Drainage Project:

The district is currently tendering easements, closeout documentation and scheduling site visits from the state. This project is completed and a notice of completion is ready for recordation with the county.

Manila Park:

A 3" water main broke in the park and has been fixed.

Audit:

Staff is still receiving pending item lists and attempting to provide all of the requested information. The State Controller's Office's required Financial Transaction Report (FTR) for FY24 was purposefully included in the contract with our CPA. This report was issued late, and we have challenged the \$1,000 invoice from the CPA (as extra work). The SCO had previously advised they would need to send someone to our office at our expense, but this should have been dismissed since the FTR has been submitted. Staff will confirm. The actual FY25 Audit status is unknown at this time as more pending items remain.