



REGULAR BOARD OF DIRECTORS MEETING
Wednesday, December 20, 2023
5:30 P.M. at C.V. Starr Community Center
300 South Lincoln Fort Bragg, CA 95437

AGENDA

1.0 CALL TO ORDER AND ROLL CALL

Call to order and roll call

2.0 APPROVAL AND ADOPTION OF AGENDA

Items to be removed from or changes to the agenda should be done at this time.

3.0 PUBLIC PARTICIPATION-NON-AGENDA ITEMS

A maximum of 3 minutes is reserved for members of the public to address the Board on items not listed on the agenda and a total time for public input on a particular issue is limited to 20 minutes (Government Code 54954.3). The Board is prohibited from discussing or acting on matters not on the agenda but may briefly respond or ask a question for clarification (Government Code 54954.2).

4.0 STAFF REPORTS:

4.1 Kylie Felicich – Page 1

4.2 Jennifer Saunders - Page 2,3

5.0 OTHER REPORTS:

5.1 Friends of MCRPD

5.2 South Coast

5.3 Mendocino Coast Botanical Gardens

5.4 Personnel Committee

5.5 District Services Committee

5.6 Finance Committee

5.7 Board of Directors

Each Agenda item consists of the following steps to be carried out by the Board Chair in the subsequent order. 1) Announces agenda item by number and states the subject. 2) Staff Reports or Presentations. 3) Receive Board questions and requests for clarification 3) Receive public comments. If action is to be considered, then 4) Motion and second from the Board. 5) Moderates a discussion of the item until a final motion is ready for a vote or other disposition

6.0 DISCUSSION/ACTION ITEMS

6.1 2024 Regular MCRPD Board of Directors Meeting Schedule – Page 4

- 6.2 MCRPD Service Award Nomination
- 6.3 Community Center of Mendocino – Page 5,6
- 6.4 Resolution for credit card from California Bank of Commerce or Umpqua Bank - Page 7, 8
- 6.5 Approval to sign lease for 401 North Harbor Drive in Fort Bragg – pages9-17
- 6.6 Policy for Investment of District Funds – page 18,19
- 6.7 Engagement with Rick Wood Update

7.0 CONSENT CALENDAR

All items under the consent calendar will be acted upon in one motion unless a board member requests that an individual item be taken up under DISCUSSION/ACTION

7.1 Approval of minutes for board meetings and standing committees: 11-15-2023
Regular Board of Directors Meeting Minutes – Page 20-22

7.2 Approval of minutes for finance committee: 12-6-2023 - Page 23

7.3 Approval of minutes for special meeting: 12-6-2023 – Page 24

8.0 ADJOURNMENT – Next Regular Board of Directors Meeting- January 17, 2024,
at 5:30pm

NOTICE TO THE PUBLIC

All disabled persons requesting disability related modifications for accommodations including auxiliary aids or service may make such a request to ensure full participation in a MCRPD public meeting. Such a request should be made to Kylie Felicich, District Supervisor, 300 South Lincoln St., Fort Bragg, CA 95437.

PLEASE NOTE: District agendas are posted at least 72 hours in advance of Regular Board of Director’s meetings at the District Office, C. V. Starr Community Center, 300 South Lincoln Street, Fort Bragg, California and at mendocoastrec.org. District agendas are emailed to individuals upon request at least 72 hours in advance of regular meetings.

December 20, 2023

Kylie Felicich Staff Report

The District has been a busy place since our meeting in Westport last month. The Aquathon was held on December 2 along with the silent auction. We were able to double the amount from last year. We are currently at \$16,000 and still collecting a few more sponsor and pledge payments. The Second Graders from Mendo K8 and a group of homeschoolers start swim lessons in January. I am very pleased with how Jennifer Saunders is running the programs for the District. We moved Jennifer to be a full time-exempt employee. She is working more than full time and doing a fabulous job. The Gymnastics Winter registration opened on December 8. We added 4 more classes, and they are almost sold out. Shem Biggie joined our gymnastics instructor team, and we are very pleased to have him. Kassie Hayes continues to run an outstanding program and the community is thriving as a result.

I met with Rick Wood from CSDA. We are looking to be on schedule for our audit in January. I went ahead and scheduled the next audit for the first week of April. The help from Rick is priceless. The systems we are putting in place will positively affect the District for years to come. The second migration from SAGE to QuickBooks has been going better. The work should be complete by December 20 and then CFO Services can reconcile and produce reports.

We are anxious to move to our new home at 401 North Harbor. We hope to start moving secure files over right after the New Year. The New Year holds great things for MCRPD.

To: MCRPD Board Members

From: Jennifer Saunders-Recreation Supervisor

Summary for 11-14-23/ 12-12/23

Here is a summary of the goals and accomplishments for the past month as the Recreation Supervisor for MCRPD.

First, I would like to express my thanks for getting the opportunity to work for MCRPD. I love the fact that I LOVE coming to work, helping our youth and adults in the community by providing exciting and motivating programs that lead to positive, healthy, and happy lifestyles. I am extremely happy to be working with Kylie Felicich and I believe that we will work together so well with the goals of building MCRPD in ways that will be unbelievably memorable and historic!

In the last month there has been some very exciting news! A new program, Futsal (indoor soccer), has been developed for soccer enthusiasts 13-up! We were able to build this program with the FBUSD soccer coaches which is a great connection to sport and getting the community opportunities. We have provided new Futsal equipment for optimum success. I have the hope to develop this program so that when the turf fields are built, we have excellent interest and motivation which can develop into a soccer league.

In this last month I have put together and organized the youth basketball program here on the coast with over 125 total athletes participating and 20 coaches here on the coast volunteering! With this program I have assessed and developed teams that will be successful, giving the athletes a coach and a team where they will find the most success. In this process, I also chose to develop a "girls' team" (five teams!) this season which I think will bring back a higher level of interest in basketball for girls here in the community. This is very exciting for our community, and I cannot wait to see the girls be inspired and competitive with one another. With this, I developed the uniforms (graphic designed with sponsors), I developed the practice times by getting facility use permits from FBUSD, and the city, I have equipped our teams with good basketballs, and I developed team rosters for our amazing coaches. I also have set up refereeing relations and times for our games on Saturdays coming up in January! Since December is a crazy month with holiday cheer, we decided to have open gym style practices for the youth teams where they would combine and play together, and all the coaches would get to participate under one roof. This past week, we had over 40 kids in the old rec putting up shots, smiling and loving basketball, but more than that, they had somewhere positive and healthy to be! Open gyms will be three times a week this whole month!

Kylie has been very busy with making our Aquathon so successful. I have helped her with the online portion of the silent auction. We developed an online auction for the prizes which was very successful. Through online visibility and convenience, the auction was deliverable to so many people in the community.

I have been successful in organizing and developing graphic designs for the MCRPD programs for such things as the youth basketball t-shirts, the posters for the programs, and the upcoming Aquathon t-shirt. I am thankful that I can put my art degree to good use!

Lastly, I also was helpful to Kylie in finding a new home for MCRPD. We are very excited to be in our new spot and feel like growth will be more than eminent, but also super positive. We also spent time looking for new building possibilities for a gym, a gymnastics facility, and indoor soccer. With this, I am excited for the future of MCRPD and bringing this to our community.



MCRPD Board of Directors Regular Meeting Schedule

2024

January 17, 2024 (Tentatively Fort Bragg)

February 21, 2024 (Tentatively Mendocino)

March 20, 2024 (Tentatively Fort Bragg)

April 17, 2024 (Tentatively Fort Bragg)

May 15, 2024 (Tentatively Point Arena)

June 19, 2024 (Tentatively Fort Bragg)

August 21, 2024 (Tentatively Gualala)

September 18, 2024 (Tentatively Fort Bragg)

October 16, 2024 (Tentatively Westport)

November 20, 2024 (Tentatively Mendocino)

December 18, 2024 (Tentatively Fort Bragg)

November 27, 2023

Mendocino Coast Recreation and Parks District
300 S Lincoln St
Fort Bragg, CA 95437

Dear MCRPD Board of Directors

We, the Community Center of Mendocino (CCM), are looking forward to our new working relationship with you. We foresee lots of opportunities to provide programs and services to our coastal community.

We recently applied for a grant from the Community Health Fund of the Community Foundation of Mendocino (CFM). We were requesting funding for new programs targeted toward our senior population. Currently opportunities for seniors are extremely scarce. With the hope of filling this void we are wanting to start new programs focusing on improving one's health, increasing social interactions, and art-focused workshops all focused on seniors.

We already have several interested instructors ready to jump on board with unique skill sets, enthusiasm, and commitment, and many of them fall into the senior range themselves. Classes and workshops would be offered three days per week. Instructors would keep all profits and will be responsible for setting the fees for each class as well as administering attendee registrations.

Unfortunately, we did not receive the CFM grant, so we are writing to ask if MCRPD could underwrite these new senior programs. The funds would be used to cover classroom rental fees, administrative assistance, maintenance, and advertising for these new opportunities. Your contribution would jumpstart our new senior programming.

The CCM Board feels this collaboration would be the best win-win for both our organizations at this time. We could both publicize the new relationship with MCRPD as Underwriter of CCM's exciting new Senior Program. The budget to jumpstart the new senior programs is attached.

We ask that this underwriting request be included in your Board Meeting Agenda for December. Thank you so much.

Sincerely,

Community Center of Mendocino Board of Directors:
Cally Dym, Lorie Wardlaw, Dianne Jeffries, Carrie Honeycutt,
Gwen Seymour, Kitty Bruning, Nancy Hasenpusch

Budget for CCM's New Senior Programs
November 2023

Project Expense & Breakdown (Explanation)	Funds Requested (A)	Cash Match (B)	In-kind Match (C)	TOTAL (A) + (B) + (C)
Technical Support (Payroll)	\$1,200.00			\$1,200.00
Maintenance (Payroll)	\$1,080.00			\$1,080.00
Rental Space	\$4,200.00			\$4,200.00
Utilities	\$1,020.00			\$1,020.00
<i>Total</i>				<i>\$ 7,500.</i>



Resolution of the Board of Directors of Mendocino Coast Recreation and Park District

RESOLVED, by the Board of Mendocino Coast Recreation and Park District, a California public district as follows:

WHEREAS the District desires to obtain a commercial credit card in an aggregate principal amount of up to \$10,000 from California Bank of Commerce or CSDA/Umpqua Bank for the purpose of providing a mechanism for purchasing goods and service for the convenience of the District Supervisor and

WHEAREAS, the District Supervisor has a standard practice for using credit cards for these purposes.

NOW THEREFORE BE IT RESOLVED that the Governing Board of Mendocino Coast Recreation and Park District directs the following actions:

1. Recitals True and Correct. Each of the matters set forth above is true and correct, and the Board so finds and determines.
2. Approval of Credit Agreements: The Certain District Supervisor shall be authorized to obtain necessary credit and participate in the CBC Commercial Card Program or CSDA/ Umpqua Bank.
3. General Authorization. The Authorized Officers are authorized and directed to execute and deliver any and all documents, instruments, and certificates, and to do and cause to be done any and all acts and things necessary of proper in connections with the execution and delivery of the Commercial Card Agreements or as many otherwise be required effectuate the purposes of this Resolution, and all such actions previously taken by such officers are hereby ratified confirmed and approved.
4. Authorized Parties. The following parties have been given authorization to fully administer the CBC Commercial Card Program or Umpqua Bank credit card program including adding new participants or cancelling former employees' cards.
5. Effective Date. The Resolution shall take effect upon adoption.

I HEREBY CERTIFY that the foregoing is a true copy of the resolution of the Board of Directors of Mendocino Coast Recreation and Park District as duly passed and adopted by said Board Of Directors at its December 20, 2023 board meeting.

Board Secretary

CSDA COMMERCIAL CARD



Umpqua Bank is proud to be selected as the CSDA's Commercial Card Program provider. CSDA's specialized card program offers one powerful business tool to manage purchasing, travel, fleet and expense management – all in one card. It's also backed by Visa® and designed for your business, so you can securely manage your expenses and payables while giving your employees flexibility without sacrificing control.

Key features

Advanced online reporting tools

- Analyze company spend trends
- Manage payables and vendors
- Create spend reports to negotiate preferred pricing with suppliers
- Integrated online expense approval system
- Competitive rebate

Expense controls

- Greater security and control over employee spending through use of customized limits
- Controlled spend guidelines by card type, employee, purchase type or department level
- Fleet management, providing clear oversight of fuel and vehicle maintenance expenses
- Customized billing and payment options
- Select the statement cycle and due date that's right for your organization
- Choose central or individual billing preferences to suit your company's needs

Complimentary benefits

- Travel accident insurance
- Lost luggage reimbursement
- Auto rental collision damage waiver
- Worldwide emergency card replacement and emergency cash
- Visa® liability waiver program
- 24/7 customer support

Products and services are subject to program qualifications and, in some cases, credit approval. Fees may apply.



Key benefits

Streamline processes

- Streamline accounts payable and reduce administrative costs
- Manage card portfolio with online company administrator tool
- Integrate with third-party accounting and expense management software

Realize efficiencies

- Improve expense reporting with detailed reports, downloads and automated extracts
- Support accounting and reconciliation with enhanced data for cost allocation, regulatory reporting, budget reporting and reconciliation of cardholder activity

Gain cost savings

- Save on expenses by converting checks to card payments
- Control unauthorized spending by leveraging security features
- Negotiate discounts with preferred vendors

Become more productive and streamline your business processes with the CSDA Commercial Card from Umpqua Bank. For more information contact:

Anastasia Efstathiou
VP/Client Solutions Manager
anastasiaefstathiou@umpquabank.com
916-774-3923

Lauren Vlahandreas
VP/Commercial Card Consultant
Global Payment and Deposits
laurenvlahandreas@umpquabank.com
707-322-9758



LEASE AGREEMENT

This Lease Agreement (this "Agreement") is made this January 01, 2024, by and among NOYO HILL PROPERTIES ("Landlord") and KYLIE FELICICH, TBD (collectively, "Tenant"). Each Tenant is jointly and severally liable to Landlord for full payment of rent and performance in accordance with all other terms of this Agreement. Each Landlord and Tenant may be referred to individually as a "Party" and collectively as the "Parties."

1. Premises. The premises leased is office building and _____ parking space(s) located at 401 N Harbor Drive, Fort Bragg, CA 95437 (the "Premises"). There is available space for one storage pod behind the office, but is not provided within the lease agreement. The addition of a storage pod will come at an extra monthly cost of \$200.

2. Agreement to Lease. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, according to the terms and conditions set forth herein, the Premises.

3. Term. This Agreement will be for a term beginning on January 01, 2024 and ending on July 01, 2024 (the "Term").

4. Rent. Tenant will pay Landlord a rent for the Term of \$15,000.00 payable in equal monthly installments of \$2,500.00 ("Rent"). Rent will be payable in advance and due on the 1st day of each month during the Term. Rent will be paid to Landlord at Landlord's address provided herein (or to such other places as directed by Landlord) by mail or in person by one of the following methods: PayPal, Electronic transfer, Venmo, and will be payable in U.S. Dollars.

4a. Initial Payments. Upon execution of this Agreement by Tenant and as a condition of consideration for acceptance by Landlord, Tenant shall pay to Landlord the following:

- I. The first rent payment.
- II. The last month Rent.
- III. The Security Deposit. (See § 8)

5. Late Fee. Rent paid after the 1st day of each month will be deemed as late; and if rent is not paid within seven (7) day(s) after such due date, Tenant agrees to pay a late charge of \$100.00.

6. Additional Rent. There may be instances under this Agreement where Tenant may be required to pay additional charges to Landlord. All such charges are considered additional rent under this Agreement and will be paid with the next regularly scheduled rent payment. Landlord has the same rights and Tenant has the same obligations with respect to additional rent as they do with rent.

7. Utilities. Tenant is responsible for payment of all utility and other services for the Premises, with the exception of electric, trash, internet, heat, water, which will be paid for or provided by Landlord.

8. Security Deposit. Upon signing this Agreement, Tenant will pay a security deposit in the amount of \$1,000.00 to Landlord. The security deposit will be retained by Landlord as security for Tenant's performance of its obligations under this Agreement. The security deposit may not be used or deducted by Tenant as the last month's rent of the Term. Tenant will be entitled to a full refund of the security deposit if Tenant returns possession of the Premises to Landlord in the same condition as accepted, ordinary wear and tear excepted. Within thirty (30) days after the termination of this Agreement, Landlord will return the security deposit to Tenant (minus any amount applied by Landlord in accordance with this section). Any reason for retaining a portion of the security deposit will be explained in writing. The security deposit will not bear interest while held by Landlord in accordance with applicable state laws and/or local ordinances.

9. Landlord's Failure to Give Possession. In the event Landlord is unable to give possession of the Premises to Tenant on the start date of the Term, Landlord will not be subject to any liability for such failure, the validity of this Agreement will not be affected, and the Term will not be extended. Tenant will not be liable for rent until Landlord gives possession of the Premises to Tenant. Notwithstanding anything to the contrary, if Landlord does not deliver possession of the Premises within 10 days of the Start Date, Tenant may cancel this Agreement upon notice to Landlord and Landlord shall, within 7 business days, return all monies paid by Tenant to Landlord.

10. Holdover Tenancy. Unless this Agreement has been extended by mutual written agreement of the Parties, there will be no holding over past the Term under the terms of this Agreement under any circumstances. If it becomes necessary to commence legal action to remove Tenant from the Premises, the prevailing Party will be entitled to attorney's fees and costs in addition to damages.

11. Use of Premises. The Premises will be occupied only by Tenant and Tenant's visitors and used only for commercial purposes. Tenant will not engage in any objectionable conduct, including behavior which will make the Premises less fit to work in, will cause dangerous, hazardous or unsanitary conditions or will interfere with the rights of others to enjoy their property. Tenant will be liable for any damage occurring to the Premises and any damage to or loss of the contents thereof which is done by Tenant or Tenant's guests or invitees.

12. Condition of the Premises. Tenant has examined the Premises, including the appliances and fixtures, and acknowledges that they are in good condition and repair, normal wear excepted and tear, and accepts them in its current condition, except: Drywall to be added and painted before move-in date. Outside wall to be repainted before move-in date.

13. Maintenance and Repairs. Tenant will maintain the Premises, including appliances and fixtures, in clean, sanitary and good condition and repair. Tenant will not remove Landlord's appliances and fixtures from the Premises for any purpose. If repairs other than general maintenance are required, Tenant will notify Landlord for such repairs. In the event of default by Tenant, Tenant will reimburse Landlord for the cost of any repairs or replacement.

14. Reasonable Accommodations. Landlord agrees to comply with all applicable laws providing equal housing opportunities, including making reasonable accommodations for known physical or mental limitations of qualified individuals with a disability, unless undue hardship would result. Tenant is

responsible for making Landlord aware of any such required accommodations that are reasonable and will not impose an undue hardship. If Tenant discloses a disability and requests an accommodation, Landlord has the right to have a qualified healthcare provider verify the disability if the disability is not readily apparent, and Landlord has the right to use the qualified healthcare provider verifying the disability as a resource for providing the reasonable accommodation.

15. Sex Offender Registry Notice. Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet website maintained by the Department of Justice at www.meganslaw.ca.gov. Tenant understands and agrees that they are solely responsible for obtaining any and all information contained in the state or national sex offender registry for the area surrounding the Premises. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and zip code in which he or she resides.

16. Compliance. Tenant agrees to comply with all applicable laws, ordinances, requirements and regulations of any federal, state, county, municipal or other authority.

17. Mechanics' Lien. Tenant understands and agrees that Tenant and anyone acting on Tenant's behalf does not have the right to file for mechanic's liens or any other kind of liens on the Premises. Tenant agrees to give actual advance notice to any contractors, subcontractors or suppliers of goods, labor or services that such liens are invalid. Tenant further agrees to take the additional steps necessary to keep the Premises free of any and all liens that may result from construction completed by or for Tenant.

18. Alterations. Tenant will not make any alteration, addition or improvement to the Premises without first obtaining Landlord's written consent. Any and all alterations, additions or improvements to the Premises are without payment to Tenant and will become Landlord's property immediately on completion and remain on the Premises, unless Landlord requests or permits removal, in which case Tenant will return that part of the Premises to the same condition as existed prior to the alteration, addition or improvement. Tenant will not change any existing locks or install any additional locks on the Premises without first obtaining Landlord's written consent and without providing Landlord a copy of all keys.

19. Smoking. Smoking of any kind is strictly prohibited on any part of the Premises. This prohibition applies to Tenant and any visitors, guests or other occupants on the Premises.

20. Pets. Tenant is not allowed to have or keep any pets, even temporarily, on any part of the Premises, except for the following: Dogs . The unauthorized presence of any pet will subject Tenant to penalties, damages, deductions and/or termination of this Agreement. Properly trained service animals that provide assistance to individuals with disabilities may be permitted on the Premises with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant will be responsible for the costs of de-fleaing, deodorizing and/or shampooing all or any portion of the Premises if a pet has been on the Premises at any time during the Term (whether with or without written consent of Landlord).

22. Fire and Casualty. If the Premises are damaged by fire or other serious disaster or accident and the Premises becomes uninhabitable as a result, Tenant may immediately vacate the Premises and terminate this Agreement upon notice to Landlord. Tenant will be responsible for any unpaid rent or will receive any prepaid rent up to the day of such fire, disaster or accident. If the Premises are only partially damaged and inhabitable, Landlord may make full repairs and will do so within a prompt and reasonable amount of time. At the discretion of Landlord, the rent may be reduced while the repairs are being made.

23. Liability. Landlord is not responsible or liable for any loss, claim, damage or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Premises, unless resulting from the negligence or willful misconduct of Landlord.

24. Renter's Insurance. Tenant is required to obtain, and maintain at all times during the Term, a renter's insurance policy with a minimum of \$100,000.00 personal liability coverage. Tenant will name Landlord as an interested party or additional insured. Tenant will provide Landlord with a certificate or proof of insurance upon request.

25. Assignment and Subletting. Tenant will not assign this Agreement as to any portion or all of the Premises or make or permit any total or partial sublease or other transfer of any portion or all of the Premises.

26. Insurance Requirements. Tenant will not do or permit to be done any act or thing that will increase the insurance risk under any policy of insurance covering the Premises. If the premium for such policy of insurance increases due to a breach of Tenant's obligations under this Agreement, Tenant will pay the additional amount of premium as additional rent under this Agreement.

27. Right of Entry. Landlord or its agents may enter the Premises at reasonable times to inspect the Premises, to make any alterations, improvements or repairs or to show the Premises to a prospective tenant, buyer or lender. In the event of an emergency, Landlord may enter the Premises at any time.

28. Surrender. Tenant will deliver and surrender to Landlord possession of the Premises immediately upon the expiration of the Term or the termination of this Agreement, clean and in as good condition and repair as the Premises was at the commencement of the Term, reasonable wear and tear excepted.

29. Default. In the event of any default under this Agreement, Landlord may provide Tenant a notice of default and an opportunity to correct such default. If Tenant fails to correct the default, other than a failure to pay rent or additional rent, Landlord may terminate this Agreement by giving a thirty (30) day written notice. If the default is Tenant's failure to timely pay rent or additional rent as specified in this Agreement, Landlord may terminate this Agreement by giving a thirty (30) day written notice to Tenant. After termination of this Agreement, Tenant remains liable for any rent, additional late, costs, including costs to remedy any defaults, and damages under this Agreement.

30. Remedies. If this Agreement is terminated due to Tenant's default, Landlord may, in addition to any rights and remedies available under this Agreement and applicable law, use any dispossession, eviction or other similar legal proceeding available in law or equity.

31. Subordination. This Agreement and Tenant's right under it shall be subject and subordinate to the lien, operation and effect of each existing or future mortgage, deed of trust, ground lease and/or any other similar instrument of encumbrance covering any or all of the Premises, if any, and each renewal, modification, consolidation, replacement or extension thereof.

32. Condemnation. If all or substantially all of the Premises are covered by a condemnation including the exercise of any power of eminent domain by a governmental authority, this Agreement shall terminate on the date possession of the Premises is taken by the condemning authority, and all rent under this Agreement shall be prorated and paid to such date. Landlord is entitled to collect from the condemning authority the entire amount of any award made in any proceeding. Tenant waives any right, title or interest which Tenant may have to any such award and agrees to not make any claim for the Term of this Agreement.

33. Hazardous Materials. Tenant shall not keep on the Premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

34. Lead Disclosure. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlord must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention.

35. Notices. All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, sent via certified or registered mail to the following addresses (or to another address that either Party may designate upon reasonable notice to the other Party):

Notices shall be sent to the Landlord at the following address:

403 N Harbor Dr
Fort Bragg, CA 95437

Email: julianafrazer@gmail.com

Notices shall be sent to the Tenant at the following address:

TBD
Fort Bragg, CA 95437

Email: kFelicich@mcrpd.us

36. Quiet Enjoyment. If Tenant pays the rent and performs all other obligations under this Agreement, Tenant may peaceably and quietly hold and enjoy the Premises during the Term.

37. No Waiver. No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.

38. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable part had not been included in this Agreement.

39. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon the Parties and their permitted successors and assigns.

40. Governing Law. The terms of this Agreement and the rights and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions.

41. Disputes. Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

42. Amendments. This Agreement may be amended or modified only by a written agreement signed by the Parties.

43. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document.

44. Headings. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision in this Agreement.

45. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes and cancels all prior agreements of the Parties, whether written or oral, with respect to the subject matter.

46. Miscellaneous. 401 North Harbor Drive is the office building to the front of the lot on 401-403 North Harbor Drive. This lease gives no rights to the other building or land on the property other than the office building and parking lot. One exception: tenant is allowed to have a storage pod directly behind the office space at an additional cost of \$200 per month. The storage pod will not be provided by Noyo Hill Properties. Tenant is allowed to have customers and visitors park to the North and West sides of the office building. There shall be no blocking the private entrance to 403 N. Harbor Drive. Hours of operation should start no earlier than 8am and no later than 8pm. Posting a permanent sign must be done in adherence to city regulations. Any alterations to paint, light fixtures, and/or basic alterations are permitted after written permission of landlord and will be paid for by the tenant. Tenant must leave the office in rentable condition upon leaving, including making sure any alterations that were made are up to code and basic standards. If tenant breaks the lease before the end of the lease, the tenant is required to pay any and all of the remaining months in the lease's term.

IN WITNESS WHEREOF, the Parties hereto, individually or by their duly authorized representatives, have executed this Agreement as of the Effective Date.

Landlord Signature

Noyo Hill Properties
Landlord Name

Tenant Signature

Kylie Felcich
Tenant Name

Tenant Signature

TBD
Tenant Name

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazard are present in the housing (explain):

(ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) Lessor has provided the lessee with all available records and reports pertaining to the lead-based paint and/or lead-based paint hazards in the housing (list documents below):

(ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment

(c) Tenant(s) who sign below acknowledge that they have received copies of all information listed above.

(d) Tenant(s) who sign below acknowledge that they have received the pamphlet Protect Your Family from Lead in Your Home.

Certification of Accuracy

The following Parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Noyo Hill Properties _____

Landlord Signature **Landlord Name** **Date**

Tenant Signature Kylie Felicich
Tenant Name **Date**

Tenant Signature TBD
Tenant Name **Date**



POLICY TITLE: Investment of District Funds

POLICY NUMBER: 2130

2130.1 Premise:

- a) The State Legislature has declared the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern (Government Code (GC) § 53600.6 and § 53630.1); and,
- b) Government Code Sections 53601, et seq., allow the legislative body of a local agency to invest surplus monies not required for the immediate necessities of the local agency; and,
- c) The treasurer or fiscal officer of a local agency is required to annually prepare and submit a statement of investment policy and such policy, and any changes thereto, is to be considered by the local agency's legislative body at a public meeting (GC § 53646(a)). The statement shall also be annually presented to any oversight agency of the local agency.
- d) For these reasons, and to ensure prudent and responsible management of the public's funds, it is the policy of the District to invest funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the District and conforming to all statutes governing the investment of District funds.

2130.2 Scope:

This investment policy applies to all financial assets of the District. These funds are accounted for in the annual audited financial statements of the District and include:

- a) Demand Accounts
- b) Investments
- c) General Fund
- d) Local Agency Investment Fund [others]
- e) Operation and Maintenance Fund
- f) Enterprise Funds [others]

2130.3 Prudence:

The Board and persons authorized to make investment decisions subject to these policies are fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a fiduciary shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the District, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the District.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of capital as well as the probable income to be derived.



Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from policy or expectations are reported in the next issued quarterly treasury report and appropriate actions are taken to control adverse developments. When a deviation poses a significant risk to the District's financial position, the fiscal officer shall notify the Board immediately.

2130.4 Objectives:

As specified in GC §53600.5, when investing, reinvesting, purchasing, acquiring, exchanging, selling or managing public funds, the primary objectives of the investment activities, in priority order, shall be:

- a) **Safety:** Safety of principal is the foremost objective of the investment program. Investments of the District shall be undertaken in a manner that seeks to ensure the preservation of capital in the whole portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.
- b) **Liquidity:** The secondary objective shall be to meet the liquidity needs of the District.
- c) **Yield:** The third objective shall be to achieve a return on the funds under the District's control.

2130.5 The District delegates responsibility of managing the District's public funds to the District Supervisor as the District Treasurer.



REGULAR BOARD OF DIRECTORS MEETING
at the Westport Community Church 24900 Abalone Street
Westport, CA 95488
Wednesday, November 15, 2023
5:30 P.M.

Minutes

1.0 CALL TO ORDER

- 5:30 P.M.
- Roll Call Barbara Burkey, Dave Shpak, John Huff, Angela Dominguez, (Craig Comen Absent)

2.0 APPROVAL AND ADOPTION OF AGENDA

- Removed Item 6.1 and added 5.8 Ad Hoc Committee update
- Huff Motioned, Dominguez Second
 - Ayes: Burkey, Huff, Shpak, Dominguez (Comen Absent)

3.0 PUBLIC PARTICIPATION-NON-AGENDA ITEMS

- No public comment
- Public in attendance, Bill Hayes, Kassie Hayes, Bob Rodriguez, Tessie Branscomb

4.0 STAFF REPORTS:

- Kylie Felicich – District Supervisor Report

5.0 OTHER REPORTS:

5.1 Friends of MCRPD

- Dominguez reported that she attended the meeting on 11/13. Friends of are looking for new families to scholarship.
- Friends of gave 8 gymnastics scholarships, 15 50% scholarships for basketball and 15 50% scholarships for the next gymnastics session

5.2 South Coast

- Shpak reported on updates to RCRC and Bower Park.

5.3 Mendocino Coast Botanical Gardens

- Burkey reported on upcoming Festival of Lights

5.4 Personnel Committee

- No update

5.5 District Services Committee

- No update

5.6 Finance Committee

- No update

5.7 Board of Directors

- No update

5.8 Ad Hoc Committee

- Shpak updated on the meeting with the city and what needed to be prioritized.
- Forthcoming MOU to review by the board at next meeting
- MCRPD needs to move stored items and office out by April/May
- The City is very cooperative and a very positive relationship

6.0 DISCUSSION/ACTION

6.1 Community Center of Mendocino (CCM)

- Removed item

6.2 Bi-Lingual Incentive Program

- Shpak motioned to approve the incentive program, Huff Second
- Ayes: Huff, Burkey, Shpak, Dominguez (Comen absent)

6.3 Job Requisitions

- Huff motioned to approve raising the rate of the hourly position, Dominguez Seconded
- Ayes: Huff, Burkey, Shpak, Dominguez (Comen absent)

6.4 Bank of Commerce

- Shpak motioned to move bank account to Bank Of Commerce, Dominguez Seconded
- Ayes: Huff, Burkey, Shpak, Dominguez (Comen absent)

6.5 MCRPD: Mission, Trajectory, Plan

- Positive discussion about the trajectory of the District

6.6 Aquathon

- The community has come out in droves to support the 2nd grade swim program. \$5,000 so far has been deposited from sponsorships.
- Many items for silent auction
- Swimmers getting their pledges
- Big event on December 2
- The plan is to fundraise for the program so that it will eventually be self-funded and no future staff or board will be able to end the program.
- Discussion about volunteers and getting more people to help on December 2

7.0 CONSENT CALENDAR

- Approval of minutes for regular board 10-18-2023
- Huff motioned, Dominguez seconded
- Ayes: Huff, Burkey, Shpak, Dominguez (Comen absent)

8.0 ADJOURNMENT 6:51 P.M.



FINANCE COMMITTEE MEETING
C.V. Starr Community Center
300 South Lincoln Street
Fort Bragg, CA. 95437
Wednesday, December 6, 2023, 4:30 P.M.

MINUTES

1.0. CALL TO ORDER

- Meeting called to order 4:40 P.M.
- Barbara Burkey and Dave Shpak present, Kylie Felicich present

2.0 PUBLIC PARTICIPATION-NON-AGENDA ITEMS

None

3.0 INFORMATION/DISCUSSION

- 3.1 Review Engagement with Rick Wood
- Dave Shpak said that this was a very reasonable service contract and fees. Accountants would be twice this much.
 - Barbara said that this engagement is necessary to get the district through the next audit
 - Dave Shpak suggested \$3,000 for December and \$900/month on-going through the end of December 2024
- 3.2 Review Invoices from City of Fort Bragg
- Dave Shpak and Barbara Burkey reviewed the invoices. Felicich wanted to make sure the finance committee was aware of the invoices and costs.
- 3.3 Discuss budget line items for moving and setting up new office.
- Dave Shpak suggested \$10,000 budget for moving and setting up new office.
 - Felicich to ask Bank of Commerce for a Credit Card
 - The District currently has no desks, computers or office equipment and will be starting over
- 3.4 Discuss California Bank of Commerce
- New bank has excellent customer service
 - Scanner for checks is set up
 - Money was moved on December 4th and its now 100% insured and non-operating accounts funds in insured investment account.
- 3.5 Update on Sage to QuickBooks and CFO Services
- First migration did not work. Dancing numbers is redoing the migration (no charge) and charging \$1,500 to put the information into Excel and make sure all the columns and numbers line up. Once in Excel, CFO Services can take over the accounting and resume reconciliation.

4.0 ADJOURNMENT

- **5:40 P.M.**



SPECIAL BOARD OF DIRECTORS MEETING
C. V. Starr Community Center
300 S. Lincoln St
Fort Bragg, CA. 95437
Wednesday, December 6, 2023
5:30 P.M.

Minutes

1.0 CALL TO ORDER

- The meeting was called to order at 5:40 P.M.
- Board members present: Barbara Burkey, Dave Shpak, Angela Dominguez, John Huff, Craig Comen

2.0 APPROVAL AND ADOPTION OF AGENDA

- Agenda was adopted as presented
- M/S/C Huff/Shpak
- Yeyes: Burkey, Shpak, Dominguez, Huff, Comen

3.0 PUBLIC PARTICIPATION-NON AGENDA ITEMS

- None

4.0 Discussion

4.1 Review of District Assets

- Felicich reviewed district assets and where they are currently stored
- Ford Ranger is being sold as it is not used and not valuable

4.2 Engagement with Rick Wood, CSDA

- Shpak discussed necessity of the engagement and suggested \$3,000 for December and \$900 per month going forward

4.3 Spending authorization for District Supervisor for moving and setting up new office.

- Budget for moving and setting up new office is \$10,000
- Dave Shpak asked Felicich to set up a P.O. Box for the District for secure mail delivery

4.4 Review rental options for MCRPD office and lease agreement for 401 North Harbor Drive

- The board discussed lease terms and liked the 401 North Harbor office which includes utilities and ability to hold future board meetings on-site. Board will vote for least on 12/20/23

5.0 ADJOURNMENT – 6:30 P.M. Next meeting is regular board meeting on December 20, 2023 at C.V. Starr