

MENDOCINO CITY COMMUNITY SERVICES DISTRICT

P. O. BOX 1029

MENDOCINO, CA 95460

Business Phone (707) 937-5790 Treatment Plant (707) 937-5751

AGENDA

REGULAR MEETING

Monday, August 31, 2026

5:00 PM Regular Meeting

Wastewater Treatment Plant, 10500 Kelly St., Mendocino, Ca 95460

The meeting will be held in person at the above address and via teleconference. To participate by ZOOM call 1 (669)-900-6833, Meeting ID: 288 936 0093, Passcode: 044968

Or log in online URL:

<https://us06web.zoom.us/j/2889360093?pwd=cE40NFd2T1JSdG4WFQ2SCtod0V3QT09&omn=86079521634>

Meeting ID: 288 936 0093

Password: 4BezR

- 1) CALL TO ORDER
- 2) APPROVAL OF AGENDA
- 3) PUBLIC EXPRESSION: non-agenda items
- 4) COMMUNICATIONS
- 5) FINANCIAL REPORT
 - Discussion and Possible Action to Approve District Disbursements
 - a) June Disbursements
 - b) July Disbursements
- 6) CONSENT AGENDA
 - All matters on the Consent Agenda are to be approved by one action without discussion unless a Board Member requests separate action on a specific item.
 - a) Approval of minutes from 6-29-2026
 - b) Approval of annual payment to CalPERS for the Unfunded Liability contribution
 - c) Approval to use the MCCSD Palette Dr parcel for the Murder, She Wrote festival May 20– May 23, 2027
 - d) Approval of additional recycled water user agreement with Mendocino Little River Cemetery District
 - e) Approval of additional recycled water user agreement with Mendocino Fire Protection District
 - f) Approval of additional recycled water user agreement with Department of Parks and Recreation

MENDOCINO CITY COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS 8-31-2026 MEETING AGENDA

- 7) DISCUSSION AND POSSIBLE ACTION REGARDING ANY CONSENT AGENDA ITEM NEEDING SEPARATE ACTION
- 8) NEW BUSINESS
 - a) Discussion and Possible Action to approve the purchase of two (2) replacement Flygt sludge pumps
- 9) DISTRICT SUPERINTENDENT'S REPORT
Monthly Report
- 10) GROUNDWATER MANAGEMENT
Monthly Groundwater Management Report
- 11) ADJOURNMENT

STANDING COMMITTEES: For 2026

Finance:----- Andrea Shepard and Michael Klinger

Personnel:----- Alex Fields and Matthew Miksak

Plant Operations:----- Jim Sullivan and Michael Klinger

Street Lighting:----- Alex Fields

Groundwater Management:----- Andrea Shepard and Jim Sullivan

Pursuant to Americans with Disability Act (ADA Title II), MCCSD will make reasonable arrangements to ensure accessibility to the meeting. If you need special assistance to participate in this meeting, please contact the business office at 707- 937-5790.

Cash Disbursements (Checking)
For the Period End June 2026

	6/30/2026
Balance Forward**	\$ 510,498
Monthly Fees (Current and Past Due) Collected	\$ 94,025
General Property Taxes	-
Interest Income	32
Service to Read Water Meters	850
Ground water permit fees	-
Sales	11
Late Fee Income/NSF Fees	278
Special Events Permit Fees	-
Transfers In	-
Transfers In	-
Transfers In	-
Deposits	\$ 95,197
Total Inflows	\$ 605,694
Disbursements	\$ (357,743)
	\$ -
Prior Period Corrections from Carryforward	\$ -
Balance Checking	\$ 247,951
General Ledger Operating Checking	\$ 247,951
Difference	\$ -

APPROVAL OF THE BOARD OF DIRECTORS

The undersigned Directors of the Mendocino City Community Service District, do hereby certify total disbursements, including checks, online CalPers, State and Federal Tax Deposits.

Print and Sign



Cash and Equivalents
Cash in Checking #2837

Mendocino City Community Services District
Distribution Report by Bank Account
June 2026

Transaction date	Num	Name	Amount
06.01.2026		CAL PERS	-1,671.41
06.01.2026		CAL PERS	-448.22
06.01.2026		K. Mckee & Company, Inc.	-300.00
06.01.2026		K. Mckee & Company, Inc.	-155.00
06.02.2026	21906	GHD	-131,731.89
06.02.2026		QuickBooks Payments	-231.42
06.03.2026		QuickBooks Payments	-7.87
06.04.2026	21907	WOODY'S WELD-ALL	-1,842.19
06.04.2026	21908	Harvest Market	-136.52
06.04.2026	21909	CivicPlus LLC	-500.00
06.04.2026	21910	Deep Valley Security	-37.95
06.04.2026	21911	SHUTE, MIHALY & WEINBERGER	-11,204.28
06.04.2026	21912	Mountain Fresh Spring Water Co	-26.25
06.04.2026	21913	MENDES SUPPLY COMPANY	-971.75
06.04.2026	21914	Alpha Analytical Laboratories	-412.00
06.04.2026	21915	Aquatic Biossay & Consulting Labs.,Inc.	-1,750.00
06.04.2026	21916	REDWOOD WASTE SOLUTIONS	-169.68
06.04.2026	21917	Grainger	-1,423.26
06.05.2026	DD	Jonathan S. Stenson	-1,824.42
06.05.2026	DD	Robert Ryan Rhoades	-3,312.21
06.05.2026	DD	Keith D. Linden	-1,964.52
06.05.2026	DD	Katharine L Bates	-3,636.74
06.05.2026		Intuit QuickBooks Workforce	-3,950.68
06.08.2026	21918	Waste Management	-332.95
06.08.2026	21919	Kyocera (aka Wells Fargo)	-175.56
06.08.2026	21920	REDWOOD COAST FUELS	-255.94
06.09.2026	21921	USA Bluebook	-356.36
06.11.2026		Bank of America	-1,850.39
06.15.2026	21922	Ronald Bowman	-112.48
06.15.2026	21923	Hach Company	-3,983.00
06.15.2026	21924	Golden State Risk Managment Authority	-10,688.00
06.15.2026	21925	Mountain Fresh Spring Water Co	-25.50
06.15.2026	21926	Alpha Analytical Laboratories	-594.00
06.15.2026	21927	REDWOOD COAST FUELS	-4,737.87
06.15.2026	21928	PG&E	-7,420.40
06.15.2026	21929	Rossi's Building Materials	-551.54
06.15.2026		CAL PERS	-427.10
06.15.2026		CAL PERS	-1,657.10
06.16.2026		K. Mckee & Company, Inc.	-387.00
06.17.2026	21930	Mendocino Surveyors	-14,475.00
06.17.2026		Bank Adjustment	-30.00
06.17.2026		LAIF Investment Account	-125,000.00
06.18.2026	DD	Katharine L Bates	-2,969.73

06.18.2026	DD	Keith D. Linden	-1,939.88
06.18.2026	DD	Robert Ryan Rhoades	-3,352.20
06.18.2026	DD	Jonathan S. Stenson	-1,969.01
06.18.2026		Intuit QuickBooks Workforce	-4,014.43
06.24.2026	21931	Harvest Market	-107.73
06.29.2026	21932	Reliance Standard Life	-234.00
06.29.2026	21933	Mountain Fresh Spring Water Co	-43.75
06.29.2026	21934	Alpha Analytical Laboratories	-206.00
06.29.2026		CAL PERS	-1,713.61
06.29.2026		CAL PERS	-424.08
Total for Cash in Checking #2837			<u>-\$357,742.87</u>

Cash Disbursements (Checking)
For the Period End July 2026

	7/31/2026
Balance Forward**	\$ 247,951
Monthly Fees (Current and Past Due) Collected	\$ 172,471
General Property Taxes	-
Interest Income	10,073
Service to Read Water Meters	820
Ground water permit fees	-
Sales	307
Late Fee Income/NSF Fees	462
Special Events Permit Fees	-
Transfers In	-
Transfers In	-
Transfers In	-
Deposits	\$ 184,133
Total Inflows	\$ 432,084
Disbursements	\$ (231,009)
	\$ -
Prior Period Corrections from Carryforward	\$ -
Balance Checking	\$ 201,076
General Ledger Operating Checking	\$ 201,076
Difference	\$ -

APPROVAL OF THE BOARD OF DIRECTORS

The undersigned Directors of the Mendocino City Community Service District, do hereby certify total disbursements, including checks, online CalPers, State and Federal Tax Deposits.

Print and Sign



Mendocino City Community Services District
Distribution Report by Bank Account
July 2026

Cash and Equivalents

Cash in Checking #2837

Date	Num	Name	Amount
		CONDOS, ROBERT AND NANCY Bank	
07.23.2026	2192	Correction REV CK#2192	-557.69
07.02.2026	21936	Mendocino County Recorder	-50.00
07.15.2026	21937	Quill	-267.38
07.15.2026	21938	U.S.BANK	-30,844.20
07.15.2026	21939	Golden State Risk Managment Authority	-10,688.00
07.15.2026	21940	MENDES SUPPLY COMPANY	-5,246.99
07.15.2026	21941	Alpha Analytical Laboratories	-618.00
07.15.2026	21942	REDWOOD COAST FUELS	-259.07
07.15.2026	21943	PG&E	-11,923.43
07.15.2026	21944	Rossi's Building Materials	-392.90
07.15.2026	21945	Harvest Market	-79.18
07.15.2026	21946	Deep Valley Security	-37.95
07.15.2026	21947	SHUTE, MIHALY & WEINBERGER	-6,064.64
07.15.2026	21948	Mountain Fresh Spring Water Co	-17.50
07.15.2026	21949	Kyocera (aka Wells Fargo)	-175.56
07.15.2026	21950	CivicPlus LLC	-735.90
07.15.2026	21951	REDWOOD WASTE SOLUTIONS	-169.68
07.15.2026	21952	O'Connor & Company	-645.00
07.15.2026	21953	Mendocino County Auditor	-2,899.42
07.16.2026	21954	Mendocino Surveyors	-18,600.00
07.20.2026	21955	Golden State Risk Managment Authority	-70,805.47
07.23.2026	21956	SHUTE, MIHALY & WEINBERGER	-10,046.92
07.24.2026	21957	Pat Rowan	-400.00
07.28.2026	21958	Mountain Fresh Spring Water Co	-25.50
07.28.2026	21959	Alpha Analytical Laboratories	-527.00
07.28.2026	21960	Grainger	-520.89
07.30.2026	21961	Harvest Market	-175.93
07.30.2026	21962	MENDES SUPPLY COMPANY	-5,176.50
07.30.2026	21963	REDWOOD COAST FUELS	-141.35
07.30.2026	21964	Grainger	-1,423.26
07.30.2026	21965	Pace Supply Corp.	-1,569.02
07.03.2026	DD	Katharine L Bates	-2,527.74
07.03.2026	DD	Jonathan S. Stenson	-1,903.14
07.03.2026	DD	Robert Ryan Rhoades	-3,312.20
07.03.2026	DD	Keith D. Linden	-1,851.41
07.17.2026	DD	Katharine L Bates	-2,613.99
07.17.2026	DD	Keith D. Linden	-1,928.98
07.17.2026	DD	Jonathan S. Stenson	-1,955.45
07.17.2026	DD	Robert Ryan Rhoades	-3,431.13
07.31.2026	DD	Katharine L Bates	-2,613.98
07.31.2026	DD	Keith D. Linden	-2,215.03
07.31.2026	DD	Jonathan S. Stenson	-2,071.47
07.31.2026	DD	Robert Ryan Rhoades	-4,023.12
07.01.2026		K. Mckee & Company, Inc.	-155.00
07.01.2026		K. Mckee & Company, Inc.	-300.00
07.02.2026		QuickBooks Payments	-599.87

07.03.2026	QuickBooks Payments	-110.90
07.03.2026	Intuit QuickBooks Workforce	-3,933.94
07.07.2026	K. Mckee & Company, Inc.	-258.15
07.13.2026	CAL PERS	-1,676.19
07.13.2026	CAL PERS	-418.05
07.15.2026	Bank of America	-1,162.55
07.17.2026	Intuit QuickBooks Workforce	-4,115.33
07.21.2026	QuickBooks Payments	-3.00
07.27.2026	CAL PERS	-396.93
07.27.2026	CAL PERS	-1,676.19
07.29.2026	K. Mckee & Company, Inc.	-258.15
07.31.2026	Intuit QuickBooks Workforce	-4,405.34
07.31.2026	QuickBooks Payments	-7.02
Total for Cash in Checking #2837		-\$ 231,008.58

MENDOCINO CITY COMMUNITY SERVICES DISTRICT

Post Office Box 1029
Mendocino, CA 95460
(707) 937-5790 (t)
mccsd@mcn.org

MENDOCINO CITY COMMUNITY SERVICES DISTRICT BOARD MEETING

ACTION MINUTES – June 29, 2026

**BEFORE THE BOARD OF DIRECTORS
FAIR STATEMENT OF PROCEEDINGS
(PURSUANT TO CALIFORNIA COMMUNITY SERVICES DISTRICT LAW
Government Code §61000)**

AGENDA ITEM NO. 1 – CALL TO ORDER – 5:00 p.m.

Board Present: Directors Andrea Shepard, Alex Fields, Michael Klinger, and Matthew Miksak

Staff Present: Ryan Rhoades, District Superintendent, Katie Bates, District Secretary, Keith Linden, Operator

Public Present: Christina Aranguren, Jim Gragg, Mary Falkenrath, Dan Potash, Dennak Murphy, Dyan Whyte, Vaneeta Chintamaneni, District counsel

AGENDA ITEM NO. 2. – APPROVAL OF AGENDA

Board Action: Upon motion by Director Shepard, and 2nd by Director Miksak to approve the Agenda. IT IS ORDERED to approve the agenda. The Motion carried by the following vote:

AYE: 4

ABSENT: 1 (Sullivan)

AGENDA ITEM NO. 3- PUBLIC EXPRESSION: non-agenda items

None

AGENDA ITEM NO. 4- COMMUNICATIONS

None

AGENDA ITEM NO. 5- FINANCIAL REPORT

a) May DISBURSEMENTS

Board Action: Upon motion by Director Shepard and 2nd by Director Fields, IT IS ORDERED to approve May disbursements. The Motion carried by the following vote:

AYE: 4

ABSENT: 1 (Sullivan)

AGENDA ITEM NO. 6— CONSENT AGENDA

- a) Approval of minutes from 5-26-2026
- b) Approval of minutes from 6-22-2026
- c) Approval of annual payment to GSRMA-worker's comp, property insurance, etc

Board Action: Upon motion by Director Klinger and 2nd by Director Miksak, IT IS ORDERED to approve the Consent Agenda. The Motion carried by the following vote:

AYE: 4

ABSENT: 1 (Sullivan)

AGENDA ITEM NO. 7- DISCUSSION AND POSSIBLE ACTION REGARDING ANY CONSENT AGENDA ITEM NEEDING SEPARATE ACTION

NONE

AGENDA ITEM NO. 8- NEW BUSINESS

- a) Discussion and Possible Action to approve Resolution 2026-333 Approving the Expansion of the District's Recycled Water Project, Determining the Expansion Would Not Require the Preparation of a Subsequent or Supplemental Mitigation Negative Declaration, and Authorizing the District Superintendent to Solicit Bids

Board Comment: Directors Shepard and Miksak

Staff Comment: Ryan Rhoades

Public Comment: Dan Potash, Dyan Whyte, Vaneeta Chintamaneni, Jim Gragg, Tina Aranguren

Board Action: Upon motion by Director Shepard and 2nd by Director Klinger, IT IS ORDERED to approve Resolution 2026-333. The Motion carried by the following vote:

AYE: 4

ABSENT: 1 (Sullivan)

- b) Public Hearing: Presentation of and public comment on staff summary of properties to be included in the annual Report of Delinquent Charges for water and sewer fees pursuant to Resolution No. 2025-322 adopted by the Board of June 20, 2025. The affected parcels include: 44560 Little Lake Rd.; 10490 Hills Rd.; 10901 Palette Dr.; 44140 Little Lake Rd.; 45391 Ukiah St.; 45140 Main St.; 44740 Pine St.; 10910 Lansing St.; 44771 Jackson St.; 10391 Blair St.; 10491 Wheeler St.; 10577 Kelly St.; 10579 Kelly St.; 44696 Crestwood Dr.; 44801 Main St.; 45280 Main St.; 45052 Main St.; 44901 Main St.; 44400 Little Lake Rd.; 45090 Covelo St.; 45190 Ukiah St.; 45150 Calpella St.

Board Comment: Director Shepard

Public Comment: Jim Gragg

- c) Discussion and Possible Action to approve the Report of Delinquent Charges and Resolution 2026-334 Adopting Report of Delinquent Charges, Authorizing Staff to File the Report with the County Auditor and Requesting the Auditor Place the Delinquent Charges on the County Tax Roll

Board Action: Upon motion by Director Shepard and 2nd by Director Klinger, IT IS ORDERED to approve Resolution 2026-334. The Motion carried by the following vote:

AYE: 4

ABSENT: 1 (Sullivan)

- d) Discussion of Final Budget for Fiscal Year 2026-2027 introduced at the regular meeting of the Board of Directors on May 25, 2026

Board Action: Upon motion by Director Shepard and 2nd by Director , IT IS ORDERED to approve the modified budget to reflect increased revenue from the County. The Motion carried by the following vote:

AYE: 4

ABSENT: 1 (Sullivan)

- e) Discussion and Possible Action to approve Resolution 2026-335: Resolution of Mendocino City Community Services District to Adopt the Budget for Fiscal Year 2026-2027

Board Action: Upon motion by Director Shepard and 2nd by Director Fields, IT IS ORDERED to approve Resolution 2026-335. The Motion carried by the following vote:

AYE: 4

ABSENT: 1 (Sullivan)

AGENDA ITEM NO. 9- DISTRICT SUPERINTENDENT'S REPORT

Board Comment: Alex Fields, Andrea Shepard

Public Comment: Dan Potash, Jim Gragg, Tina Aranguren, Dennak Murphy

Staff Comment: Ryan Rhoades

AGENDA ITEM NO. 10- GROUNDWATER MANAGEMENT

Ryan Rhoades reads report

AGENDA ITEM NO. 11- COMMITTEE UPDATES

None

AGENDA ITEM NO. 12- ADJOURNMENT

6:12 p.m.

NOTICE: PUBLISHED MINUTES OF THE MENDOCINO CITY COMMUNITY SERVICES DISTRICT MEETINGS

- *Effective May 11, 2020, the Board of Directors' minutes will be produced in "action only" format.*

- Minutes are considered draft until adopted/approved by the Board of Directors
- Please reference the District's website to obtain additional resource information for the Board of Directors: www.mccsd.com.

Thank you for your interest in the proceedings of the Mendocino City Community Services District

Board of Directors

STANDING COMMITTEES:

Finance:----- Andrea Shepard
Personnel:----- Matthew Miksak and Andrea Shepard
Plant Operations:----- Jim Sullivan
Safety: -----
Street Lighting:-----
Groundwater Management:----- Jim Sullivan and Andrea Shepard

Respectfully submitted,

Katie Bates



California Public Employees' Retirement System
P.O. Box 942715, Sacramento, CA 94229-2715

888 CalPERS (or 888-225-7377)
TTY: (877) 249-7442 Fax: (800) 959-6545
www.calpers.ca.gov

California Public Employees' Retirement System

July 01, 2026

ROBERT R RHOADES
Mendocino City Community Services District
P.O. BOX 1029
MENDOCINO, CA 95460

Business Unit: 1900
CalPERS ID: 1846635935
Invoice Number: 100000018343145
Invoice Date: July 01, 2026
Payment Due Date: July 31, 2026

Description	Amount				
Annual Unfunded Accrued Liability as of the June 30, 2024 Actuarial Valuation for Rate Plan Identifier 27158. The total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll) plus the Employer Unfunded Accrued Liability Contribution Amount. Your agency's monthly amount due toward the Unfunded Accrued Liability is: <table><tr><td>Amount</td><td>Due Date</td></tr><tr><td>\$4,949.75</td><td>July 31, 2026</td></tr></table> If you would like to prepay the entire Annual Payment toward your Plan's Unfunded Accrued Liability, you can submit the Annual Lump Sum Prepayment amount of \$57,475.00 to the invoice number above by July 31, 2026 instead of the monthly amount listed. <i>OK RRR 7/14/24</i> Please refer to the June 30, 2024 Actuarial Valuation report for the details of this calculation. Reports are available at CalPERS On-Line or by visiting www.mycalpers.ca.gov Unfunded Accrued Liability contributions are to be paid in full by the payment due date each month. Payments that are not received in full on or before this date will be assessed interest on the total outstanding balance due (Public Employees' Retirement Law § 20572 (b)). Please note that this monthly statement is a demand for payment in accordance with Public Employees' Retirement Law § 20572 (a). For questions concerning your invoice, please call our CalPERS Customer Contact Center at 888 CalPERS (or 888-225-7377) and ask to be referred to the Financial Office.	Amount	Due Date	\$4,949.75	July 31, 2026	
Amount	Due Date				
\$4,949.75	July 31, 2026				
Total Due	\$4,949.75				



**MENDOCINO CITY COMMUNITY SERVICES DISTRICT
APPLICATION FOR SPECIAL EVENT PERMIT**

Fees: Administrative _____ \$200.00
Board Approval x_ \$300.00

The District's Special Event Guidelines shall be the presiding reference for processing this application.

Application Date: ____8/4/2026____

Applicant/Organization__Kelley House Museum____

Title of Event ____Murder, She Wrote Festival____

Type of Event____Fundraiser community event____

Assessor's Parcel Number(s) 1191403100

Street Address of Event____10705 Palette Drive____

Contact Person____Anne Semans____

Telephone ____ (707)937/3787 or (707)513/9699

Email info@kelleyhousemuseum.org_____

Date(s) of Event ____5/20 thru 5/23/2027____

Event of Setup Date ____5/13/2027____

Event Dismantle Date: 6/8/2027 (sharing tent with Mendocino Film Festival)

Estimated Attendance Total ____400____ Per Day____400____

Event Co-Sponsors __Mendo Realty, Blair House Inn, Hill House Inn__

Event Description : Celebration of Murder, She Wrote TV Show

UTILITIES:

District does not provide power and water for the special event.
Applicant is responsible for cutting the grass on public property prior to the Special Event.

C. Host Liquor Liability. PERMITTEE shall maintain a host liquor liability policy with a limit of not less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit. (This coverage is not required if PERMITTEE shall not sell, serve or distribute alcohol beverages on or from the MCCSD premises.)

II. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the MCCSD.

III. Other Insurance Provisions

The required insurance policies shall contain or be endorsed to contain the following provisions:

A. The MCCSD, its elected or appointed officials, officers, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of the use of the MCCSD premises; or with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of PERMITTEE. The coverage shall contain no special limitations on the scope of its protection afforded to the MCCSD, its officials, officers, employees, agents and volunteers.

B. This insurance shall be primary insurance with respect to the MCCSD, its officers, employees, agents and volunteers and shall apply separately to each insured against whom a suit is brought or a claim is made. Any insurance or self-insurance maintained by the MCCSD, its officers, employees and volunteers shall be excess of this insurance and shall not contribute with it.

C. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the MCCSD.

IV. Acceptability of Insurers

All required insurance shall be placed with insurers acceptable to the MCCSD with current BEST'S ratings of no less than B+. All insurers shall be licensed by or hold admitted status in the State of California.

V. Verification of Coverage

PERMITTEE shall furnish the MCCSD with certificates of insurance which bear original signatures of authorized agents and which reflect insurer's names and addresses, policy numbers, coverage limits, deductibles and self-insured retentions. Additionally, PERMITTEE shall furnish certified copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by MCCSD thirty (30) days before PERMITTEE uses premises. The MCCSD reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.

KELLEY HOUSE MUSEUM

www.kelleyhousemuseum.org

45007 Albion Street
P.O. Box 922
Mendocino, CA 95460
Phone 707-937-5791

August 4, 2026

To: Ryan Rhoades
District Superintendent, MCCSD Board of Directors, MCCSD
Dept. of Planning and Building Services

From: Anne Semans, Executive Director & Alex Fields, Director of Operations
Kelley House Museum

Re: Proposal for use of 10705 Palette Drive for Festival Tent

PREFERRED TENT LOCATION

The Kelley House Museum would like to raise a Festival Tent on the parcel owned by MCCSD at 10705 Palette Drive for our Murder, She Wrote Festival, to be held from May 20-23, 2027. **We will be using the same tent as that used by the Mendocino Film Festival in 2026.** We are interested in this space for several reasons:

It is relatively flat.

It is located across from the Hill House Inn, a major filming location from the TV show.

It is close to the highway, which makes it appealing for potential sponsors.

There are a number of sources of power.

The location is in the Village within walking distance of our other venues, but it is out of the way enough not to cause undue congestion.

SPECIFICS

The tent will be the same size and in the same location as the Mendocino's Film Festival tent and used for screenings during the festival.

Size

The proposed tent will be 90 X 100 approximately 9,000 square feet and is designed to hold 350-400 people seated.

We may have cause to have one or two smaller tents for the purposes of

- Merchandise sales approximately 1,000 Sq. Ft.
- Sponsor presentations (for example wine, beer tasting) approximately 1,000 Sq. Ft.

August 5, 2026

Traffic Control Plan Murder She Wrote Festival

DATE: May 20, 2027- May 23, 2027

LOCATION: Festival Tent (10705 Palette Dr, Mendocino, CA)

- Festival parking will not be permitted on Palette Drive north of The Hill House. Barricades with clear signage will be placed along Palette Drive.
- The Palette Drive water tank will be clearly barricaded and marked so that nobody parks in front of it.
- Festival Parking will not be permitted on The Hill House side of Palette Drive.
- Festival Parking will not be permitted in the Saint Anthony's parking lot unless they give the festival permission.
- Perpendicular parking will be allowed on the tent side of Palette Drive and at the Mac House Suites (with their permission).
- Caution signs will be placed along Lansing St. as we will encourage festival attendees to walk between events and park in town.
- Letters will be distributed to local residents in case they need to contact The Kelley House for any traffic or parking related issues.
- Parking attendants will be used for highly attended events to ensure that attendees follow parking plan.

August 4, 2026

MCCRD

Re: Safety Plan for Murder, She Wrote Festival 2027

To Whom it May Concern,

The Murder, She Wrote Festival, which is a Kelley House Museum fundraiser, will occur on Sunday, May 20 – May 23, 2027. This is the safety plan for the Festival Tent, located at 10705 Palette Dr, Mendocino, CA.

There will be a Safety Lead Volunteer to manage overall safety and act as main contact for emergency services. A first aid kit will be kept in the tent and accessible to all volunteers. All exits will be clearly marked and if an evacuation becomes necessary, staff will direct attendees to exits.

We will be serving alcohol with proof of age, over 21 ID, presented at the alcohol beverage station. Two certified Responsible Beverage Servers will be checking IDs and serving the alcohol. Volunteers will be stationed at the exits to ensure no alcohol leaves the premises.

If you have any questions, please do not hesitate to contact me at 937-5791 or info@kelleyhousemuseum.org.

Thanks,



Anne Semans
Director



COUNTY OF MENDOCINO
DEPARTMENT OF PLANNING AND BUILDING SERVICES
860 NORTH BUSH STREET • UKIAH • CALIFORNIA • 95482
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RICHARD ANGLE, INTERIM DIRECTOR
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August 10, 2026
VIA EMAIL

Anne Semans
Executive Director, Kelley House Museum
info@kelleyhousemuseum.org

Alex Fields
Director of Operations
Murder, She Wrote Festival
Afields760@gmail.com

Kelley House Museum
PO Box 922
Mendocino, CA 95460

RE: Murder, She Wrote Festival, Temporary Event May 20 to May 23, 2027, located at 10705 Palette Drive, Mendocino

Dear Mr. Fields:

Thank you for the project description for the proposed temporary event that will be held **May 20 to May 23, 2027** (with temporary tents erected from May 13 through June 9) located at 10705 Palette Drive, Mendocino. The event operations are the same as the Mendocino Film Festival including location and size of the tent.

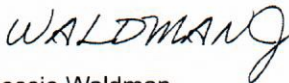
Sec. 20.708.020 of the Town of Mendocino Zoning code provides the following guidance regarding Entertainment Events, or Other Temporary Events:

- (A) *Purpose and Authority. The purpose of this Section is to identify the standards the Department of Planning and Building Services, under the direction of the Director, will use in determining whether a temporary event is excluded from coastal development permit requirements.*
- (B) *Procedure. The organizer of a temporary event shall contact the Department of Planning and Building Services to allow the Director or his/her designee to review the project and determine if a coastal development permit is necessary, pursuant to the following regulations.*
- (C) *Criteria for Requiring a Coastal Development Permit. Except as described below, temporary events are excluded from coastal development permit requirements. The Director may determine that a temporary event is subject to coastal development permit review if the Director determines that unique or changing circumstances exist relative to a particular temporary event that have the potential for significant adverse impacts on coastal resources and/or on public access to and along the shoreline, any beach, or the coastal bluff top area in public ownership seaward of Heeser Drive, Heeser Street, Main Street, or the Highway 1 right-of-way. Such circumstances consist of the following:*
 - (1) *The event, either individually or together with other temporary events scheduled before or after the particular event, precludes the general public from use of a public recreational area, including, but not limited to, coastal waters, a beach, path, trail, upland recreational support facility, Mendocino Headlands State Park, for a significant period of time or during a peak use period of the public recreational area.*

- (2) *The event and its associated activities or access requirements may potentially have, either directly or indirectly, a significant adverse impact on environmentally sensitive habitat areas, rare or endangered species, significant public scenic resources, or other protected coastal resources, as defined in Subsection (D).*
- (3) *The event would restrict public use of parking areas to the extent that it would significantly impact public recreation areas or public access to coastal waters, along the shoreline, a beach, path, trail, upland recreational support facility, or Mendocino Headlands State Park.*
- (4) *The event has previously required a coastal development permit to avoid, otherwise mitigate, or monitor associated potentially significant impacts to coastal resources and/or public access to coastal waters, along the shoreline, a beach, path, trail, upland recreational support facility, or Mendocino Headlands State Park.*

Based on the submitted information and the criteria provided in the County Code, no impacts to coastal resources are expected. As Director, I have reviewed the project proposal and determined that the proposed **2027 Murder, She Wrote Festival** event is exempt from any Coastal Development Permit requirements.

Thank you for your timely submittal of information and good luck with your event.
Sincerely,



Jessie Waldman
Planner II

Cc: Mendocino City Community Services District, mccsd@mcn.org
Address File: 10705 Palette Drive

RECEIVED

AUG 06 2026

PLANNING & BUILDING SERV
FORT BRAGG, CA

KELLEY HOUSE MUSEUM
www.kelleyhousemuseum.org

45007 Albion Street
P.O. Box 922
Mendocino, CA 95460
Phone 707-937-5791

August 4, 2026

Chief Planner
County of Mendocino
Dept. of Planning and Building Services

From: Anne Semans, Executive Director & Alex Fields, Director of Operations
Director of Operations
Murder, She Wrote Festival by Kelley House Museum

Re: Proposal for use of 10705 Palette Drive for Festival Tent

PREFERRED TENT LOCATION

The 4th Annual Murder, She Wrote Festival, held as a fundraiser for the Kelley House Museum, would like to raise a Festival Tent on the parcel owned by MCCSD at 10705 Palette Drive. This will be the same tent the Mendocino Film Festival will use for it's June, 2027 events. We are interested in this space for several reasons:

It is relatively flat.

It is close to the Hill House Inn, a major filming location for the TV show.

It is close to the highway, which makes it appealing for potential sponsors.

There are a number of sources of power.

The location is in the Village within walking distance of our other venues, but it is out of the way enough not to cause undue congestion.

SPECIFICS

The tent will be the same size, in the same location as that erected for the 2026 Mendocino Film Festival.

Size

The proposed tent will be 90 X 100 approximately 9,000 square feet and is designed to hold 350-400 people seated.

We may have cause to have one or two smaller tents for the purposes of

- Merchandise sales approximately 1,000 Sq. Ft.
- Sponsor presentations (for example wine, beer tasting) approximately 1,000 Sq. Ft.

Schedule

The Festival dates are Thursday, May 20, 2027 - Sunday, May 23, 2027. The tent will be erected by Matt Rowland Events, estimated time May 13, 2027.

Screening and Hours

The hours of operation will be 9 AM to 10/11 PM for each day. These hours include volunteer time for set-up, reset, etc.

Miscellaneous Details

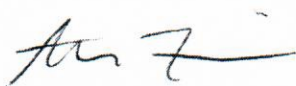
1. The Hill House and the Blair House Inn are supporters of the festival. They support the tent and its proposed location.
2. Concessions will be available and alcohol will be served. We will obtain the required permits from the Department of Alcoholic Beverage Control.
3. We will be working with a professional event company (Matt Rowland Events), which will erect and strike the tent.
4. Before May 19, 2027 the tent will be assessed by a certified fire and safety inspector for proper safety regulations.
5. We will carry full liability insurance to cover the Kelley House Museum and MCCSD.
6. We will have an adequate number of Porta Potties on site per County Environmental Health requirements.
7. We will cart all our garbage and equipment..
8. We will manage parking in the following ways:
 - o Procure ample parking barricades with "No Festival Parking" signage
 - o Encourage walking among venues
9. We will distribute letters to residents of Palette Dr. describing our event, and we will include our contact information in case any issues arise.

Please let us know if you need any additional information.

Sincerely,

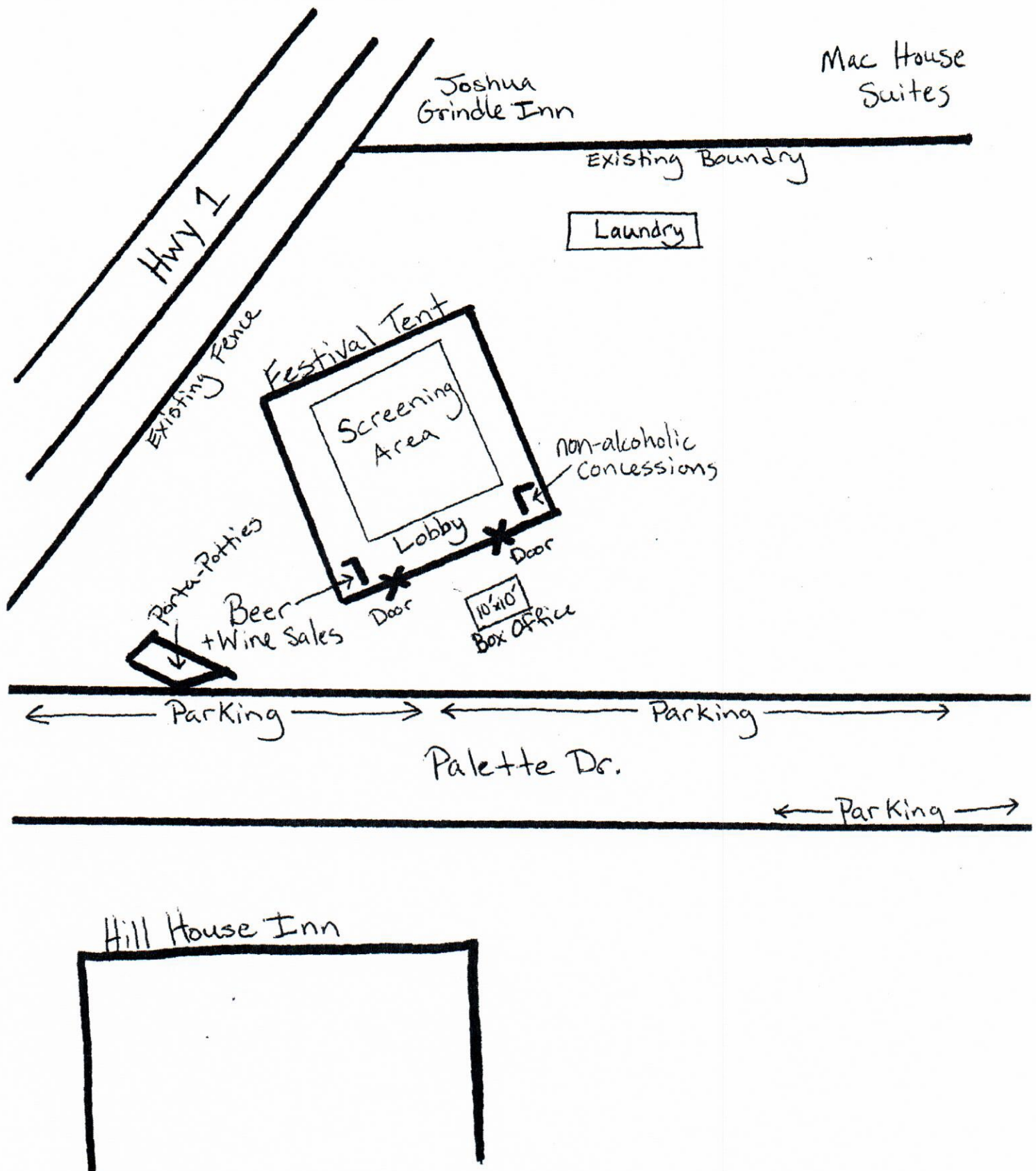


Anne Semans
Director, Kelley House Museum



Alex Fields
Director of Operations

Site Map 10705 Palette Dr.
Murder, She Wrote Festival, 2027, Kelley House Museum



AGREEMENT FOR THE DELIVERY AND USE OF RECYCLED WATER

This Agreement is made and entered into at Mendocino, California, as of this 31 day of August, 2026 between the Mendocino City Community Services District, a special district ("MCCSD"), and the Mendocino Little River Cemetery District (MLRCD) ("User"), and provides as follows:

RECITALS:

A. MCCSD owns and operates a wastewater treatment plant at 10500 Kelly Street in Mendocino, Mendocino County, California, which is within the jurisdiction of the North Coast Region of the California Regional Water Quality Control Board ("Regional Board"). MCCSD collects and treats wastewater generated within MCCSD's service area, and either discharges treated wastewater to the Pacific Ocean, or will recycle treated wastewater for irrigation purposes.

B. MCCSD intends to recycle treated wastewater as a means of reducing the amount of treated wastewater being discharged into the Pacific Ocean.

C. MCCSD is authorized to discharge treated wastewater to authorized recycled water use sites, pursuant to Regional Board Order No. R1-2022-000 I, together with all attachments thereto, a true and correct copy of which is attached hereto as Exhibit A, and is incorporated herein.

D. User owns approximately 2.25 acres of landscaped land in Mendocino County, California, at Hillcrest Cemetery, and 2.30 acres of landscaped land in Mendocino County, California, at Evergreen Cemetery, more particularly described in Exhibit B attached hereto and incorporated herein by reference, which land has been improved with turf and landscape plantings.

E. MCCSD desires to deliver treated wastewater to User, and User desires to accept delivery of treated wastewater from MCCSD, to be used and applied only in such ways as are specifically permitted pursuant to the Order (as defined below) and as further provided in this Agreement.

DEFINITIONS:

The following terms shall have the meanings described below:

Agreement means this Agreement for the Delivery and Use of Recycled Water.

Agronomic Rate means the hydraulic loading reasonably necessary to satisfy the water uptake needs of the use area considering plant, soil, and climate demands.

Cross-Connection means any temporary or permanent connection between a public water system or consumer's potable (i.e., drinking) water system and any source or system containing non-potable water or other substances.

Delivery Period means the time of the year in which irrigation is needed, which is generally April 1 thru October 31 of each year. Delivery Period may be adjusted in dry years, periods of drought, or as needed for operations.

Delivery Quantity means those amounts specified in the Agreement in Section 3.

Engineer means MCCSD's Engineer.

HCF means hundred cubic feet (one HCF = 748 gallons)

Meter Station(s) means one or more control valve and metering stations located on User's property, and shall constitute the point of delivery. Current Meter Station(s) are depicted in Exhibit C (please attach).

Order means the National Pollutant Discharge Elimination System (NPDES) permit (currently Order RI-2022-0001 Waste Discharge Requirements and Master Recycling Permit adopted by the Regional Board on August 4, 2022 (Exhibit A)) as it may be amended from time to time, or any successor permit establishing requirements for the MCCSD's discharge of treated wastewater.

Property means the parcels owned by User described in Exhibit B (please attach) and upon which Recycled Water will be used to irrigate.

Raw Water means any water that has not been treated and does not have any of its minerals, ions, particles, bacteria, or parasites removed.

Recycled Water means water which, as a result of treatment of wastewater influent to MCCSD's wastewater treatment facility in accordance with the Order, is suitable for the direct beneficial uses allowable for Disinfected Tertiary Treated Wastewater as defined by Title 22, Division 4 of the California Code of Regulations, Section 60301.

User's Recycled Water System means the facilities and infrastructure installed by User to facilitate the delivery of Recycled Water from MCCSD to User and the use of Recycled Water by User.

"WWTP" means MCCSD's wastewater treatment plant located at 10500 Kelly Street, Mendocino, CA 95460.

AGREEMENT:

1. Term

(A) This Agreement shall become effective on the date first above written and shall remain in effect, unless otherwise terminated in accordance with Section 14, below.

2. Quality of Recycled Water

(A) The quality of Recycled Water delivered pursuant to this Agreement shall comply with the quality criteria established by the Order, although the Recycled Water's quality may vary within those criteria. MCCSD shall test the Recycled Water as required in the Order to ensure that it substantially complies with the quality criteria set forth in the Order. The results of this testing program shall be available to User for its review upon request at any time during MCCSD's normal business hours. The results of said tests shall be maintained at MCCSD's WWTP and may be reviewed or a copy obtained by User by telephoning MCCSD. An annual report of the test values shall be sent by mail to User in accordance with the reporting requirements established in the Order.

3. Delivery Quantity, Rate and Pressure

(A) MCCSD shall make reasonable efforts to deliver Recycled Water to User. Such Recycled Water shall be delivered to the Meter Stations at a pressure between 25 and 90 pounds per square inch (psi). Both parties recognize and agree that such delivery of recycled water may at times be precluded for reasons within and beyond the control of MCCSD. Such delivery may be prevented by reasons including, but not limited to, shortage of recycled water, malfunction of MCCSD's system, temporary imbalance of recycled water storage, or by order of a governmental regulatory authority. MCCSD shall not be liable for any actual or consequential damages that may occur due to such shortages or interruption of recycled water delivery, including but not limited to any loss or damage to crops or landscaping, or the cost of obtaining other water. User understands that the interruptible nature of recycled water delivery is reflected in MCCSD's determination of any applicable fee set by the MCCSD for recycled water uses. User agrees that User will put such water to reasonable and beneficial use in irrigating the Property. If desired by User, the MCCSD will make reasonable efforts to provide User with Recycled Water, but the MCCSD makes no representation that such water will be available.

(B) User represents and warrants that User will carefully monitor the application of Recycled Water on the Property and will only apply such water at the appropriate Agronomic Rate.

4. Delivery of Recycled Water

(A) MCCSD will deliver Recycled Water to User through a pipeline extension from MCCSD's WWTP to the Meter Station(s) on User's Property shown on Exhibit C (please attach). MCCSD shall be responsible for the installation, operation, maintenance and repair of the storage tank, pipeline and appurtenances used in transporting Recycled Water to the Meter Station(s), and for installation of the Meter Station(s). User may, by means of tanker trucks or other method reasonably acceptable to MCCSD, haul Recycled Water from MCCSD's distribution points to other locations on User's Property. Filling of tanker trucks or other conveyance at MCCSD's distribution points shall occur during normal business hours.

(B) User shall be responsible for the modification of existing piping on User's Property and the installation of new piping on User's Property to the extent that it is necessary to connect User's irrigation system to the Meter Station(s). User shall be responsible for the operation, maintenance or repair of said piping and appurtenances. User shall, in the alternative, be responsible for the construction and operation of any facilities located on the Property that are needed to receive tanker truck or other deliveries of Recycled Water.

(C) User shall be responsible for the installation, operation, maintenance and repair of any piping, pumping facilities and Cross-Connection devices for the use of Raw Water or potable water on User's Property. All such facilities are subject to inspection by either MCCSD or the Regional Board to ensure the protection of the public. In the event that either MCCSD or the Regional Board determines that such facilities are not operating in a manner that fully protects the public and the groundwater, either MCCSD or the Regional Board may order User to make any necessary improvements/repairs to such facilities, at User's sole cost.

5. Destination of Site Supervisor

(A) User shall designate an individual as User's Site Supervisor who shall be User's coordinator and direct contact person between MCCSD and User. User agrees that the Site Supervisor shall be responsible for the proper operation of User's Recycled Water System, implementing the requirements of the Order and this Agreement relative to the onsite use of Recycled Water, monitoring of User's Recycled Water System for prevention of potential hazards, and coordination with MCCSD and the regulatory agencies, when necessary. MCCSD shall assist in the training of User's Site Supervisor. User shall notify MCCSD of the name, position and phone number of User's Site Supervisor at least 30 days prior to startup of User's Recycled Water System and shall promptly inform MCCSD of any change of designated Site Supervisor and/or contact information during the term of this Agreement.

(B) The Site Supervisor shall be responsible for the avoidance of Cross-Connections during the installation, operation and maintenance of the User's pipelines and equipment. The Site Supervisor shall attend a training course, conducted by MCCSD, specific to Recycled Water use, the Order, and prevention of Cross-Connection.

(C) The Site Supervisor shall communicate no less frequently than quarterly to inform the MCCSD of any system modifications and system irregularities, and to verify employee training. Updates on system modifications and system irregularities must be provided with quarterly monitoring reports required by Section 9, below. Unusual occurrences which cause or threaten to cause any violation of this Agreement shall be promptly communicated to MCCSD.

6. Compliance With the Order.

(A) MCCSD and User shall comply with all provisions and requirements of the Order. User acknowledges to MCCSD that User is aware that the water delivered pursuant to this Agreement is Recycled Water to be used solely for specified and limited uses, as further described in Section 11, below. User has received a copy of the Order. User is familiar with and understands all of the provisions and requirements contained in the Order, and, in particular, the Water Recycling Specifications and Requirements in Section 4.3, and hereby agrees that those provisions and requirements are reasonable. User covenants and warrants that it shall comply with all the provisions and requirements of the Order and this Agreement in the use of Recycled Water.

(8) User shall use Recycled Water delivered hereunder only for those uses

authorized in and consistent with the Order and this Agreement, including the requirements of MCCSD set forth in Exhibit E, "Recycled Water Handling and Use Requirements, Prohibitions and Best Management Practices".

(C) MCCSD shall have responsibility under the Agreement to prepare all technical reports and conduct training programs required by the Order. User agrees to provide all relevant information necessary for the preparation of such reports in a timely manner, and to participate in training programs.

7. Availability of Recycled Water: Interruption of Service.

(A) Irrigation equipment downstream of Meter Station(s) on the Property shall be provided, replaced and repaired as necessary by User, at User's discretion, *provided that* all such irrigation equipment shall be subject to inspection and repairs as provided in Section 4(C) above. User shall complete all work and shall be responsible for all costs of construction, operation and maintenance of all other modifications and improvements on User's property, which are not the responsibility of MCCSD. Such other modifications include marking and signing required by the Order, e.g.:

- Placing of appropriate signs, to be provided by MCCSD, on the site perimeter that notify User's employees and the public of the use of Recycled Water on the site.
- Marking all solenoid valve boxes on User's Recycled Water System by placing an appropriate purple tag on the existing valve box lid, or by replacing with a new purple lid.
- User acknowledges and understands that MCCSD's delivery of Recycled Water is subject to the Order and waste discharge requirements imposed by the Regional Board and that MCCSD does not intend to deliver Recycled Water to User outside the Delivery Period absent additional authorization from the Regional Board.

(B) User agrees to cooperate with MCCSD, at MCCSD's request, in the establishment of reasonable and mutually agreeable delivery schedules for Recycled Water. User recognizes that the requests of various users may overload the capacity of MCCSD's WWTP and delivery system and that MCCSD therefore may need to reduce the rates at which Recycled Water is delivered to the various users from time to time. In the event that MCCSD reduces User's requested rate of delivery, MCCSD shall use reasonable efforts to restore the requested rate of delivery as soon as feasible and provide User with that amount of water it would have received had its rate of delivery not been reduced.

(C) MCCSD shall use reasonable efforts to ensure that User is provided Recycled Water consistent with the established delivery schedules, and User shall use its best efforts to accept Recycled Water as provided herein. However, both parties acknowledge that MCCSD's supply and delivery of Recycled Water and User's ability to take delivery of said water may occasionally be interrupted or curtailed due to causes outside of its control, including, but not limited to:

- drought
- natural disasters
- extreme weather
- power failures
- accident

- fire
- criminal or other deliberate acts of third parties
- strikes, riots, war
- facility failure, facility repairs/improvements
- actions or decisions by a governmental agency
- any other condition or events outside of either party's control.

Neither party shall be liable to the other for damages arising out of interruption or curtailment of service for these reasons. Insofar as feasible, the party whose performance hereunder is affected by such condition shall give the other party at least 72 hours advance notice of a temporary discontinuance or reduction in its delivery (in the case of MCCSD) or in its acceptance (in the case of User) of Recycled Water, except in the case of emergency, in which case notice need not be given. In the event of such discontinuance or reduction, the parties shall deliver or accept, as appropriate, upon resumption of service and as nearly as may be feasible, the quantity of Recycled Water that would have been delivered or accepted in the absence of such discontinuance or reduction.

8. Measurement of Delivered Recycled Water. All Recycled Water delivered pursuant to this Agreement shall be measured by MCCSD at the Meter Station(s) or other appropriate facilities. MCCSD shall own, inspect, operate, maintain, repair and replace the measuring equipment. All determinations relative to the measuring of Recycled Water shall be made by MCCSD. Upon request by User, the accuracy of a measurement shall be investigated by MCCSD and any error appearing therein shall be adjusted. User may inspect such measuring equipment for the purpose of determining the accuracy thereof.

9. Monitoring Reports. User shall provide monitoring reports on the form prescribed by MCCSD on a quarterly basis or as otherwise required by MCCSD and submit them to MCCSD by the fifth day of each month following the end of a quarter (i.e., January 5, April 5, July 5, October 5). Movement of Recycled Water off the Property by spray or runoff shall be fully reported by User in such reports, which shall also state what corrective action(s) were taken to prevent such movement from recurring.

10. Record Drawings: Within 30 days of execution of this Agreement, User shall provide MCCSD with record drawings showing the complete User's Recycled Water System. Following any onsite modifications to User's Recycled Water System and/or User's potable water systems, User shall provide MCCSD with record drawings showing the complete Recycled Water irrigation system including modifications made by User on its Property. User shall provide MCCSD with record drawings each time User modifies User's Recycled Water System on the Property during the term of this Agreement. The record drawings shall clearly show the locations of all pipelines, controllers, valves, fountains, buildings, structures, property boundaries, agriculture wells, domestic (drinking) wells, and any other features known or considered to be pertinent to or affected by the onsite use of Recycled Water.

11. Use of Recycled Water: The conditions and measures contained in the Recycled Water System Title 22 Engineering Reports (Exhibit D) and any subsequent site-specific environmental studies are hereby incorporated into this Agreement. These conditions and measures include, but are not limited to, the following:

- All Recycled Water delivered by MCCSD to User pursuant to this Agreement shall be used only on the Property and only for turf and landscape irrigation purposes.

- User's use of Recycled Water for turf and landscape irrigation purposes shall be restricted to agronomic rates of application as determined and approved by State Division of Drinking Water approved Title 22 Engineering Report for MCCSD. The current Recycled Water System Title 22 Engineering Report prepared by GHD March 1, 2021 (Exhibit D).
- Storage of Recycled Water on the Property in unlined ponds is prohibited.
- Recycled Water may not be used for frost protection.
- User's rights to Recycled Water deliveries hereunder are not transferable or assignable without the prior written consent of MCCSD. User shall not sell, give, transfer or distribute any of the Recycled Water delivered to it pursuant to this Agreement to any other party for any use, and User shall be the sole party using the Recycled Water.

12. Rate of Payment for Recycled Water: For Recycled Water furnished under this Agreement, User shall pay MCCSD on a monthly basis, determined as the rate multiplied by the quantity of Recycled Water delivered the previous month.

(1) The rate for Recycled Water shall be agreed upon annually and set forth in a "Rate Schedule," as amended and incorporated herein by reference, based on the actual costs to operate and maintain the Recycled Water System, divided by the amount of Recycled Water expected to be delivered during the year.

(2) In setting rates, User and MCCSD agree that (a) User will not pay for Recycled Water it does not receive, and (b) the cost of Recycled Water will reflect only the true cost of service consistent with California public agency laws and regulations.

(3) Because operation and maintenance costs ("O&M costs") are projected or budgeted in advance of each year, User and MCCSD agree to complete an annual reconciliation process for actual versus projected O&M costs. At the end of each budgeting year, the parties will compare the actual O&M costs for the prior year to projected O&M costs for that year. If a difference exists between the actual and projected costs, the parties will make a corresponding adjustment (up or down) to the computed rate for the upcoming year.

13. Permission to Enter: User hereby grants MCCSD, acting through its duly authorized employees, agents, or representatives, reasonable access to User's Property for any necessary work associated with this Agreement, including, but not limited to, meter reading, monitoring of Recycled Water use by User, and/or repair of MCCSD-owned Meter Station equipment.

14. Termination.

(A) Notice: Should one party breach any of the terms and conditions in this Agreement, written notice of such breach shall be given to the breaching party by the other party. If reasonable steps toward correcting the breaching conditions are not taken within 5 days from such notice, the other party may, in addition to any remedies provided in this Agreement and/or by law, terminate this Agreement on 30 days' written notice to the breaching party.

(B) Either party shall have the right to terminate this Agreement without cause at any time during the Term upon one hundred and eighty (180) days written notice.

(C) Notwithstanding subsection (A) above, MCCSD may terminate this Agreement immediately if:

(4) MCCSD, at its sole determination, is or will be unable to deliver properly and adequately treated Recycled Water to User for any reason whatsoever for a period greater than 120 days.

(5) The Regional Board changes MCCSD's discharge requirements for irrigation and MCCSD determines, after consultation with User, that it cannot reasonably meet any of the new Regional Board requirements.

(6) MCCSD is ordered to cease delivery of Recycled Water to User by a governmental authority or court of competent jurisdiction.

15. Hold Harmless and Indemnification. Each party hereto agrees to protect, indemnify, defend and hold harmless the other party and its directors, officers, employees, agents, successors and assigns from and against any and all actual or potential claims, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses (including without limitation reasonable attorneys' fees and costs and all foreseeable, unforeseeable and consequential damages) asserted against, resulting to, imposed upon or incurred by said other party by reason of the first party's breach of any provisions of this Agreement or the Order. This indemnification shall survive the termination of this Agreement.

16. Insurance. Each party agrees to obtain and continue in force at all times during the life of this Agreement the following insurance coverages:

- *Minimum Scope of Insurance.* Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form GC 00 01) and including products coverage.
- *Minimum limits of Insurance*
 - o General Liability \$4,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal & Advertising Injury
\$2,000,000 Each Occurrence
 - o Automobile Liability \$1,000,000 Per Accident for Bodily Injury & Property Damage
 - o Workers Compensation Statutory as required by the State of California
 - o Employer's Liability \$1,000,000 Per Accident for Bodily Injury or Disease

Any insurance proceeds available to one party that are broader than or in excess of the specified minimum insurance coverage and/or limits shall be available to the other party as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in the Agreement, or (2) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured who owns the policy, whichever is greater.

- *Other Insurance Provisions*

The policy or policies are to contain, or be endorsed to contain, the following provisions:

- o Additional Insured. To the fullest extent permitted by law, each party, its elected or appointed officials, employees, agents, and volunteers are to be covered as additional

18. Entire Agreement. This Agreement and the Rate Schedule shall constitute the entire agreement between the parties relating to the rights granted and obligations assumed in this Agreement. Any oral representations or modifications concerning this Agreement shall be of no force and effect unless contained in a subsequent written modification signed by both parties.

19. Amendments. This Agreement may not be amended except by a written instrument that is signed by both parties.

20. Interpretation. This Agreement shall be construed, interpreted, and applied according to the laws of the State of California.

21. Successors. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

22. Attorneys' Fees. If either party commences an action at law or in equity, arbitration or other proceeding against the other party to enforce or interpret this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees and costs of such proceeding, in addition to any other amounts which may be awarded.

23. Severability. If any clause or provision of the Agreement is or becomes illegal, invalid, or unenforceable because of present or future laws, or any rules or regulations of any governmental body or entity, effective during its term, the intention of the parties is that the remaining parts of this Agreement shall remain in full force and effect if the fundamental purpose of the Agreement is not destroyed.

24. Exhibits to this Agreement. Exhibits A, B, C, D and E are incorporated into this Agreement by this reference in their entirety. They shall be available for inspection at MCCSD's offices, located at 10500 Kelly Street, Mendocino, California 95460, during regular business hours.

25. Third-Party Beneficiaries. This Agreement shall not create any right or interest in any non-party or in any member of the public as a third-party beneficiary.

.....

In Witness Whereof, this Agreement is entered into as of the date first above written.

MCCSD: Mendocino City Community
Services District

User: MDRAD

Ryan Rhoades
MCCSD Superintendent

Linda Meeking
Linda Meeking
User Signature Board Chair
5.27.26

ATTEST:

Katie Bates
MCCSD Office Manager

Garrick Hill
DISTRICT MANAGER
5/27/26

- insured on the other party's general liability policy with respect to liability arising out of work or operations performed by or on behalf of the additional insureds, including materials, parts, or equipment furnished in connection with such work or operations.
- o Primary Insurance. Each party's insurance coverage shall be primary insurance with respect to the other party, its elected officials, employees, agents, and volunteers. Any insurance of self-insurance maintained by one party, its elected or appointed officials, employees, agents, and volunteers shall be excess of the other party's insurance and shall not be required to contribute with it.
 - o Waiver of Subrogation. Each party hereby grants to the other party a waiver of any right to subrogation which any insurer of the first party may acquire against the latter party by virtue of the payment of any loss under such insurance. Each party agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the other party has received a waiver of subrogation endorsement from its insurer.
 - o Umbrella or Excess Policy. Each party may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying comprehensive general liability insurance.
 - o Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the other party in accordance with Section 17, below.
 - o Self-Insured Retentions. Self-insured retentions must be declared to and approved by the other party. Either party may require the other party to purchase coverage with a lower retention or provide proof of ability to pay losses and related expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either party.
 - o Acceptability of insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current **A.M.** Best's rating of no less than **A:VII**, unless otherwise acceptable to the other party in writing.
 - o Verification of Coverage. Each party shall furnish the other party with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All documents are to be received and approved within 30 days of the effective date of the Agreement, as set forth in Section I. However, failure to obtain the required documents prior to the work beginning shall not waive the party's obligation to provide them. Each party reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

17. Notices. Any notice, action, or demand by either party to the other in connection with this Agreement shall be sent by mail. Notice shall be deemed to have been fully given or made when such notice, action, or demand is written and deposited in a sealed envelope postage prepaid, and addressed as designated below. A copy of any notice personally delivered or sent by mail shall be sent by electronic mail to the email address provided below. Either party may change its address by giving the other party written notice of its new address.

MCCSD: Mendocino City Community
Services District
Attn: District Superintendent
P.O. Box 1029
Mendocino, CA 95460
mccsd@mcn.org

User: Mendocino Little River
Cemetery District
P.O Box 1185,
Mendocino, Ca, 95460

**EXHIBITS TO AGREEMENT FOR
THE DELIVERY AND USE OF RECYCLED WATER**

**EXHIBITS A-E WILL BE AVAILABLE FOR INSPECTION DURING REGULAR
BUSINESS HOURS IN MCCSD'S OFFICE, 10500 KELLY STREET, MENDOCINO, CA
95460**

- A Order RI-2022-0001 Waste Discharge Requirements and Master Recycling Permit
- B Description of Property Covered by this Agreement
- C Maps Showing Meter Stations for Recycled Water Service
- D Recycled Water System Title 22 Engineering Report
- E Recycled Water Handling and Use Requirements, Prohibitions and Best Management Practices

EXHIBIT A

Order RI-2022-0001 Waste Discharge Requirements and Master Recycling Permit

-On file at MCCSD-

EXHIBIT B

Description of Property Covered by this Agreement

Hillcrest cemetery, approximately 2.25 acres of burial plots, including grass, flowers, shrubs, and trees.



Evergreen cemetery, approximately 2.25 acres of burial plots, including grass, flowers, shrubs, and trees.

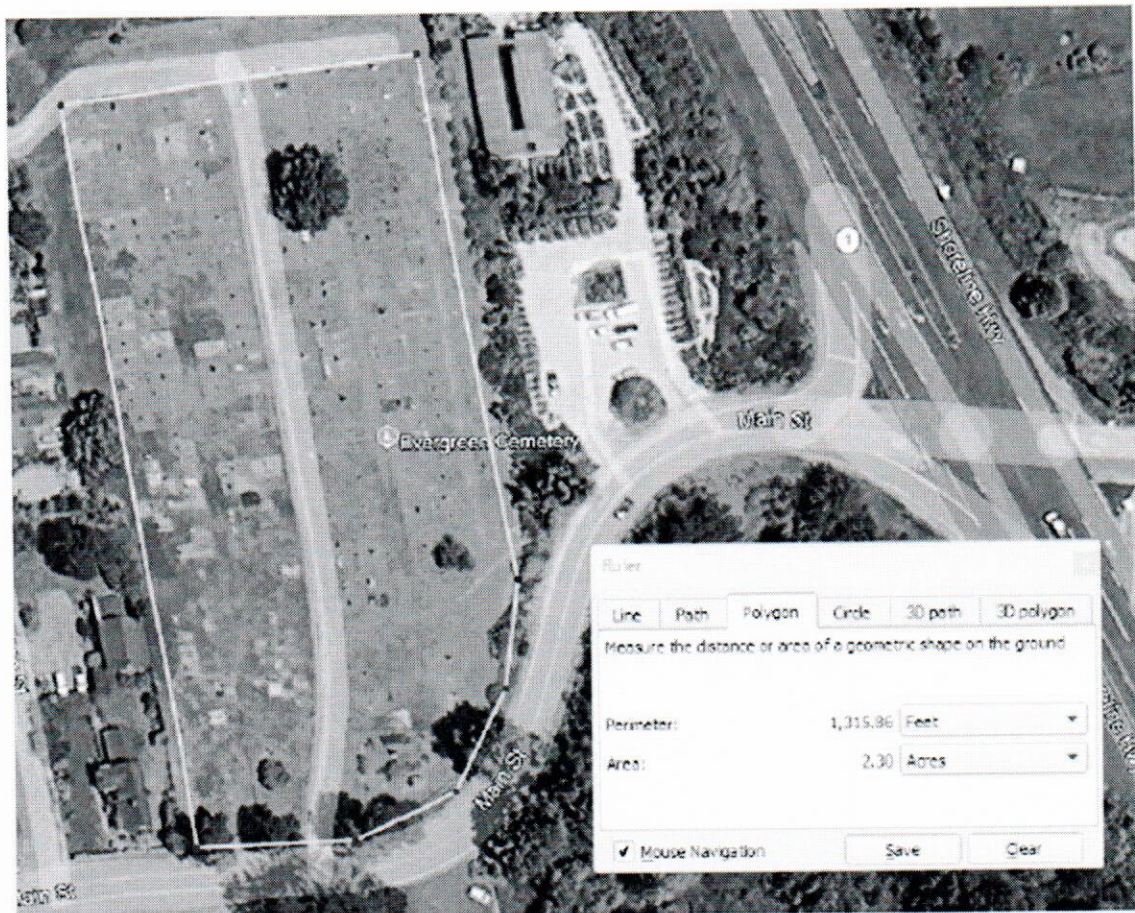


EXHIBIT C

Maps Showing Meter Stations for Recycled Water Service

-Under Design as of 8-31-2026-

-Will be on file at MCCSD-

EXHIBIT D

Recycled Water System Title 22 Engineering Report

-On file at MCCSD-

EXHIBIT E

Recycled Water Handling and Use Requirements, Prohibitions and Best Management Practices

1. Recycled water users should apply hand sanitizer or wash their hands with soap and potable water after working with recycled water.
2. Recycled water shall not be applied in areas where the public would be inadvertently exposed to recycled water.
3. Do **not** drink recycled water or use it for food preparation. Additionally, the USER must notify workers and/or the public when recycled water is used at a site and tell them that they are not to drink recycled water or use it for food preparation.
4. Precautions should be taken to avoid food coming into contact with recycled water while the use site is still wet.
5. An adequate first aid kit shall be made available at all times. Cuts or abrasions should be promptly washed, disinfected, and bandaged.
6. Recycled water shall not be allowed to spray onto external drinking water fountains or faucets used for potable water.
7. Recycled water shall not be applied where it could contact or enter passing vehicles, buildings, areas where food is handled or eaten, or storm drains.
8. Recycled water users shall take adequate measures to prevent overspray, ponding, or run off of recycled water from the authorized recycled water use area.
9. Recycled water shall not be applied on water-saturated or frozen ground or during periods of precipitation such that runoff is induced.
10. Recycled water shall not be applied on slopes if runoff cannot be controlled.
11. There shall be no irrigation or impoundment of recycled water within a minimum of 50 feet of any domestic (drinking water) well.
12. Recycled water shall not be allowed to escape from the designated use area(s) as surface flow that would either pond and/or enter waters of the State.
13. No recycled water shall be applied to irrigation areas during periods when soils are saturated.
14. Recycled water shall not be applied into State waters, within 25 feet of State waters containing standing or flowing water, nor in a manner that could result in uncontrolled runoff into State water.
15. Recycled water must not be introduced into any permanent piping system and no connection shall be made between the tank truck and any part of a potable water system.
16. User must comply with all requirements and restrictions specified by the Regional Water Quality Control Board and the California Department of Public Health Title 22.

Recycled Water Rate Schedule: Current as May 2026, subject to annual changes.

Capital Costs:

Item	2026 Cost
RW Transfer Pump	\$ 100,000.00
RW Distribution Pumps	\$ 121,808.97
Chlorine Generation System	\$ 301,450.00
Chlorine Dosing System	\$ 43,700.00
Coagulant Dosing System	\$ 59,811.13
RW Transfer FM	\$ 6,000.00
RW Distribution FM	\$ 12,000.00
TOTAL	\$644,770.09

Annual O/M Costs:

Item	2026 Cost
Pumping	\$ 5,778.83
Chlorine	\$ 76.88
Testing	\$ 3,720.00
TOTAL	\$ 9,575.70

Present Worth Factors:

Discount Rate	4%
Economic Life	20 years

RW Charge Rate Considering only Annual O/M Costs

Annual Volume of RW	4,140,346 gal
Annual Volume of RW	4,140.346 1000 gal
Cost per 1000 gal	\$ 2.36 per 1000 gal
Cost per gal	\$ 0.0024 per gal

RW Charge Rate Considering Capital Replacement and Annual O/M Costs ov4

20-Year Volume of RW	82,806,920 gal
20-Year Volume of RW	82,806.92 1000 gal

Cost per 1000 gal	\$ 9.39 per 1000 gal
Cost per gal	\$ 0.00939 per gal

AGREEMENT FOR THE DELIVERY AND USE OF RECYCLED WATER

This Agreement is made and entered into at Mendocino, California, as of this 31 day of August 2026 between the Mendocino City Community Services District, a special district ("MCCSD"), and the Fire Protection District (MFPD) ("User"), and provides as follows:

RECITALS:

A. MCCSD owns and operates a wastewater treatment plant at 10500 Kelly Street in Mendocino, Mendocino County, California, which is within the jurisdiction of the North Coast Region of the California Regional Water Quality Control Board ("Regional Board"). MCCSD collects and treats wastewater generated within MCCSD's service area, and either discharges treated wastewater to the Pacific Ocean, or will recycle treated wastewater for irrigation purposes.

B. MCCSD intends to recycle treated wastewater as a means of reducing the amount of treated wastewater being discharged into the Pacific Ocean.

C. MCCSD is authorized to discharge treated wastewater to authorized recycled water use sites, pursuant to Regional Board Order No. R1-2022-000 I, together with all attachments thereto, a true and correct copy of which is attached hereto as Exhibit A, and is incorporated herein.

D. User owns approximately 2 acres of landscaped land in Mendocino County, California, at MVFD, 44700 Little Lake Rd. Station 840 and Grindle Park, also on Little Lake Rd, more particularly described in Exhibit B attached hereto and incorporated herein by reference, which land has been improved with turf and landscape plantings.

E. MCCSD desires to deliver treated wastewater to User, and User desires to accept delivery of treated wastewater from MCCSD, to be used and applied only in such ways as are specifically permitted pursuant to the Order (as defined below) and as further provided in this Agreement.

DEFINITIONS:

The following terms shall have the meanings described below:

Agreement means this Agreement for the Delivery and Use of Recycled Water.

Agronomic Rate means the hydraulic loading reasonably necessary to satisfy the water uptake needs of the use area considering plant, soil, and climate demands.

Cross-Connection means any temporary or permanent connection between a public water system or consumer's potable (i.e., drinking) water system and any source or system containing non-potable water or other substances.

Delivery Period means the time of the year in which irrigation is needed, which is generally April 1 thru October 31 of each year. Delivery Period may be adjusted in dry years, periods of drought, or as needed for operations.

Delivery Quantity means those amounts specified in the Agreement in Section 3.

Engineer means MCCSD's Engineer.

HCF means hundred cubic feet (one HCF = 748 gallons)

Meter Station(s) means one or more control valve and metering stations located on User's property, and shall constitute the point of delivery. Current Meter Station(s) are depicted in Exhibit C (please attach).

Order means the National Pollutant Discharge Elimination System (NPDES) permit (currently Order RI-2022-0001 Waste Discharge Requirements and Master Recycling Permit adopted by the Regional Board on August 4, 2022 (Exhibit A)) as it may be amended from time to time, or any successor permit establishing requirements for the MCCSD's discharge of treated wastewater.

Property means the parcels owned by User described in Exhibit B (please attach) and upon which Recycled Water will be used to irrigate.

Raw Water means any water that has not been treated and does not have any of its minerals, ions, particles, bacteria, or parasites removed.

Recycled Water means water which, as a result of treatment of wastewater influent to MCCSD's wastewater treatment facility in accordance with the Order, is suitable for the direct beneficial uses allowable for Disinfected Tertiary Treated Wastewater as defined by Title 22, Division 4 of the California Code of Regulations, Section 60301.

User's Recycled Water System means the facilities and infrastructure installed by User to facilitate the delivery of Recycled Water from MCCSD to User and the use of Recycled Water by User.

"WWTP" means MCCSD's wastewater treatment plant located at 10500 Kelly Street, Mendocino, CA 95460.

AGREEMENT:

1. Term

(A) This Agreement shall become effective on the date first above written and shall remain in effect, unless otherwise terminated in accordance with Section 14, below.

2. Quality of Recycled Water

(A) The quality of Recycled Water delivered pursuant to this Agreement shall comply with the quality criteria established by the Order, although the Recycled Water's quality may vary within those criteria. MCCSD shall test the Recycled Water as required in the Order to ensure that it substantially complies with the quality criteria set forth in the Order. The results of this testing program shall be available to User for its review upon request at any time during MCCSD's normal business hours. The results of said tests shall be maintained at MCCSD's WWTP and may be reviewed or a copy obtained by User by telephoning MCCSD. An annual report of the test values shall be sent by mail to User in accordance with the reporting requirements established in the Order.

3. Delivery Quantity, Rate and Pressure

(A) MCCSD shall make reasonable efforts to deliver Recycled Water to User. Such Recycled Water shall be delivered to the Meter Stations at a pressure between 25 and 90 pounds per square inch (psi). Both parties recognize and **agree** that such delivery of recycled water may at times be precluded for reasons within and beyond the control of MCCSD. Such delivery may be prevented by reasons including, but not limited to, shortage of recycled water, malfunction of MCCSD's system, temporary imbalance of recycled water storage, or by order of a governmental regulatory authority. MCCSD shall not be liable for any actual or consequential damages that may occur due to such shortages or interruption of recycled water delivery, including but not limited to any loss or damage to crops or landscaping, or the cost of obtaining other water. User understands that the interruptible nature of recycled water delivery is reflected in MCCSD's determination of any applicable fee set by the MCCSD for recycled water uses. User agrees that User will put such water to reasonable and beneficial use in irrigating the Property. If desired by User, the MCCSD will make reasonable efforts to provide User with Recycled Water, but the MCCSD makes no representation that such water will be available.

(B) User represents and warrants that User will carefully monitor the application of Recycled Water on the Property and will only apply such water at the appropriate Agronomic Rate.

4. Delivery of Recycled Water

(A) MCCSD will deliver Recycled Water to User through a pipeline extension from MCCSD's WWTP to the Meter Station(s) on User's Property shown on Exhibit C (please attach). MCCSD shall be responsible for the installation, operation, maintenance and repair of the storage tank, pipeline and appurtenances used in transporting Recycled Water to the Meter Station(s), and for installation of the Meter Station(s). User may, by means of tanker trucks or other method reasonably acceptable to MCCSD, haul Recycled Water from MCCSD's distribution points to other locations on User's Property. Filling of tanker trucks or other conveyance at MCCSD's distribution points shall occur during normal business hours.

(B) User shall be responsible for the modification of existing piping on User's Property and the installation of new piping on User's Property to the extent that it is necessary to connect User's irrigation system to the Meter Station(s). User shall be responsible for the operation, maintenance or repair of said piping and appurtenances. User shall, in the alternative, be responsible for the construction and operation of any facilities located on the Property that are needed to receive tanker truck or other deliveries of Recycled Water.

(C) User shall be responsible for the installation, operation, maintenance and repair of any piping, pumping facilities and Cross-Connection devices for the use of Raw Water or potable water on User's Property. All such facilities are subject to inspection by either MCCSD or the Regional Board to ensure the protection of the public. In the event that either MCCSD or the Regional Board determines that such facilities are not operating in a manner that fully protects the public and the groundwater, either MCCSD or the Regional Board may order User to make any necessary improvements/repairs to such facilities, at User's sole cost.

5. Destination of Site Supervisor

(A) User shall designate an individual as User's Site Supervisor who shall be User's coordinator and direct contact person between MCCSD and User. User agrees that the Site Supervisor shall be responsible for the proper operation of User's Recycled Water System, implementing the requirements of the Order and this Agreement relative to the onsite use of Recycled Water, monitoring of User's Recycled Water System for prevention of potential hazards, and coordination with MCCSD and the regulatory agencies, when necessary. MCCSD shall assist in the training of User's Site Supervisor. User shall notify MCCSD of the name, position and phone number of User's Site Supervisor at least 30 days prior to startup of User's Recycled Water System and shall promptly inform MCCSD of any change of designated Site Supervisor and/or contact information during the term of this Agreement.

(B) The Site Supervisor shall be responsible for the avoidance of Cross-Connections during the installation, operation and maintenance of the User's pipelines and equipment. The Site Supervisor shall attend a training course, conducted by MCCSD, specific to Recycled Water use, the Order, and prevention of Cross-Connection.

(C) The Site Supervisor shall communicate no less frequently than quarterly to inform the MCCSD of any system modifications and system irregularities, and to verify employee training. Updates on system modifications and system irregularities must be provided with quarterly monitoring reports required by Section 9, below. Unusual occurrences which cause or threaten to cause any violation of this Agreement shall be promptly communicated to MCCSD.

6. Compliance With the Order.

(A) MCCSD and User shall comply with all provisions and requirements of the Order. User acknowledges to MCCSD that User is aware that the water delivered pursuant to this Agreement is Recycled Water to be used solely for specified and limited uses, as further described in Section 11, below. User has received a copy of the Order. User is familiar with and understands all of the provisions and requirements contained in the Order, and, in particular, the Water Recycling Specifications and Requirements in Section 4.3, and hereby agrees that those provisions and requirements are reasonable. User covenants and warrants that it shall comply with all the provisions and requirements of the Order and this Agreement in the use of Recycled Water.

(8) User shall use Recycled Water delivered hereunder only for those uses

authorized in and consistent with the Order and this Agreement, including the requirements of MCCSD set forth in Exhibit E, "Recycled Water Handling and Use Requirements, Prohibitions and Best Management Practices".

(C) MCCSD shall have responsibility under the Agreement to prepare all technical reports and conduct training programs required by the Order. User agrees to provide all relevant information necessary for the preparation of such reports in a timely manner, and to participate in training programs.

7. Availability of Recycled Water: Interruption of Service.

(A) Irrigation equipment downstream of Meter Station(s) on the Property shall be provided, replaced and repaired as necessary by User, at User's discretion, *provided that* all such irrigation equipment shall be subject to inspection and repairs as provided in Section 4(C) above. User shall complete all work and shall be responsible for all costs of construction, operation and maintenance of all other modifications and improvements on User's property, which are not the responsibility of MCCSD. Such other modifications include marking and signing required by the Order, e.g.:

- Placing of appropriate signs, to be provided by MCCSD, on the site perimeter that notify User's employees and the public of the use of Recycled Water on the site.
- Marking all solenoid valve boxes on User's Recycled Water System by placing an appropriate purple tag on the existing valve box lid, or by replacing with a new purple lid.
- User acknowledges and understands that MCCSD's delivery of Recycled Water is subject to the Order and waste discharge requirements imposed by the Regional Board and that MCCSD does not intend to deliver Recycled Water to User outside the Delivery Period absent additional authorization from the Regional Board.

(B) User agrees to cooperate with MCCSD, at MCCSD's request, in the establishment of reasonable and mutually agreeable delivery schedules for Recycled Water. User recognizes that the requests of various users may overload the capacity of MCCSD's WWTP and delivery system and that MCCSD therefore may need to reduce the rates at which Recycled Water is delivered to the various users from time to time. In the event that MCCSD reduces User's requested rate of delivery, MCCSD shall use reasonable efforts to restore the requested rate of delivery as soon as feasible and provide User with that amount of water it would have received had its rate of delivery not been reduced.

(C) MCCSD shall use reasonable efforts to ensure that User is provided Recycled Water consistent with the established delivery schedules, and User shall use its best efforts to accept Recycled Water as provided herein. However, both parties acknowledge that MCCSD's supply and delivery of Recycled Water and User's ability to take delivery of said water may occasionally be interrupted or curtailed due to causes outside of its control, including, but not limited to:

- drought
- natural disasters
- extreme weather
- power failures
- accident

- fire
- criminal or other deliberate acts of third parties
- strikes, riots, war
- facility failure, facility repairs/improvements
- actions or decisions by a governmental agency
- any other condition or events outside of either party's control.

Neither party shall be liable to the other for damages arising out of interruption or curtailment of service for these reasons. Insofar as feasible, the party whose performance hereunder is affected by such condition shall give the other party at least 72 hours advance notice of a temporary discontinuance or reduction in its delivery (in the case of MCCSD) or in its acceptance (in the case of User) of Recycled Water, except in the case of emergency, in which case notice need not be given. In the event of such discontinuance or reduction, the parties shall deliver or accept, as appropriate, upon resumption of service and as nearly as may be feasible, the quantity of Recycled Water that would have been delivered or accepted in the absence of such discontinuance or reduction.

8. Measurement of Delivered Recycled Water. All Recycled Water delivered pursuant to this Agreement shall be measured by MCCSD at the Meter Station(s) or other appropriate facilities. MCCSD shall own, inspect, operate, maintain, repair and replace the measuring equipment. All determinations relative to the measuring of Recycled Water shall be made by MCCSD. Upon request by User, the accuracy of a measurement shall be investigated by MCCSD and any error appearing therein shall be adjusted. User may inspect such measuring equipment for the purpose of determining the accuracy thereof.

9. Monitoring Reports. User shall provide monitoring reports on the form prescribed by MCCSD on a quarterly basis or as otherwise required by MCCSD and submit them to MCCSD by the fifth day of each month following the end of a quarter (i.e., January 5, April 5, July 5, October 5). Movement of Recycled Water off the Property by spray or runoff shall be fully reported by User in such reports, which shall also state what corrective action(s) were taken to prevent such movement from recurring.

10. Record Drawings: Within 30 days of execution of this Agreement, User shall provide MCCSD with record drawings showing the complete User's Recycled Water System. Following any onsite modifications to User's Recycled Water System and/or User's potable water systems, User shall provide MCCSD with record drawings showing the complete Recycled Water irrigation system including modifications made by User on its Property. User shall provide MCCSD with record drawings each time User modifies User's Recycled Water System on the Property during the term of this Agreement. The record drawings shall clearly show the locations of all pipelines, controllers, valves, fountains, buildings, structures, property boundaries, agriculture wells, domestic (drinking) wells, and any other features known or considered to be pertinent to or affected by the onsite use of Recycled Water.

11. Use of Recycled Water: The conditions and measures contained in the Recycled Water System Title 22 Engineering Reports (Exhibit D) and any subsequent site-specific environmental studies are hereby incorporated into this Agreement. These conditions and measures include, but are not limited to, the following:

- All Recycled Water delivered by MCCSD to User pursuant to this Agreement shall be used only on the Property and only for turf and landscape irrigation purposes.

- User's use of Recycled Water for turf and landscape irrigation purposes shall be restricted to agronomic rates of application as determined and approved by State Division of Drinking Water approved Title 22 Engineering Report for MCCSD. The current Recycled Water System Title 22 Engineering Report prepared by GHD March 1, 2021 (Exhibit D).
- Storage of Recycled Water on the Property in unlined ponds is prohibited.
- Recycled Water may not be used for frost protection.
- User's rights to Recycled Water deliveries hereunder are not transferable or assignable without the prior written consent of MCCSD. User shall not sell, give, transfer or distribute any of the Recycled Water delivered to it pursuant to this Agreement to any other party for any use, and User shall be the sole party using the Recycled Water.

12. Rate of Payment for Recycled Water: For Recycled Water furnished under this Agreement, User shall pay MCCSD on a monthly basis, determined as the rate multiplied by the quantity of Recycled Water delivered the previous month.

(1) The rate for Recycled Water shall be agreed upon annually and set forth in a "Rate Schedule," as amended and incorporated herein by reference, based on the actual costs to operate and maintain the Recycled Water System, divided by the amount of Recycled Water expected to be delivered during the year.

(2) In setting rates, User and MCCSD agree that (a) User will not pay for Recycled Water it does not receive, and (b) the cost of Recycled Water will reflect only the true cost of service consistent with California public agency laws and regulations.

(3) Because operation and maintenance costs ("O&M costs") are projected or budgeted in advance of each year, User and MCCSD agree to complete an annual reconciliation process for actual versus projected O&M costs. At the end of each budgeting year, the parties will compare the actual O&M costs for the prior year to projected O&M costs for that year. If a difference exists between the actual and projected costs, the parties will make a corresponding adjustment (up or down) to the computed rate for the upcoming year.

13. Permission to Enter: User hereby grants MCCSD, acting through its duly authorized employees, agents, or representatives, reasonable access to User's Property for any necessary work associated with this Agreement, including, but not limited to, meter reading, monitoring of Recycled Water use by User, and/or repair of MCCSD-owned Meter Station equipment.

14. Termination.

(A) Notice: Should one party breach any of the terms and conditions in this Agreement, written notice of such breach shall be given to the breaching party by the other party. If reasonable steps toward correcting the breaching conditions are not taken within 5 days from such notice, the other party may, in addition to any remedies provided in this Agreement and/or by law, terminate this Agreement on 30 days' written notice to the breaching party.

(B) Either party shall have the right to terminate this Agreement without cause at any time during the Term upon one hundred and eighty (180) days written notice.

(C) Notwithstanding subsection (A) above, MCCSD may terminate this Agreement immediately if:

- (4) MCCSD, at its sole determination, is or will be unable to deliver properly and adequately treated Recycled Water to User for any reason whatsoever for a period greater than 120 days.
- (5) The Regional Board changes MCCSD's discharge requirements for irrigation and MCCSD determines, after consultation with User, that it cannot reasonably meet any of the new Regional Board requirements.
- (6) MCCSD is ordered to cease delivery of Recycled Water to User by a governmental authority or court of competent jurisdiction.

15. Hold Harmless and Indemnification. Each party hereto agrees to protect, indemnify, defend and hold harmless the other party and its directors, officers, employees, agents, successors and assigns from and against any and all actual or potential claims, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses (including without limitation reasonable attorneys' fees and costs and all foreseeable, unforeseeable and consequential damages) asserted against, resulting to, imposed upon or incurred by said other party by reason of the first party's breach of any provisions of this Agreement or the Order. This indemnification shall survive the termination of this Agreement.

16. Insurance. Each party agrees to obtain and continue in force at all times during the life of this Agreement the following insurance coverages:

- *Minimum Scope of Insurance.* Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form GC 00 01) and including products coverage.
- *Minimum limits of Insurance*
 - o General Liability \$4,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal & Advertising Injury
\$2,000,000 Each Occurrence
 - o Automobile Liability \$1,000,000 Per Accident for Bodily Injury & Property Damage
 - o Workers Compensation Statutory as required by the State of California
 - o Employer's Liability \$1,000,000 Per Accident for Bodily Injury or Disease

Any insurance proceeds available to one party that are broader than or in excess of the specified minimum insurance coverage and/or limits shall be available to the other party as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in the Agreement, or (2) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured who owns the policy, whichever is greater.

- *Other Insurance Provisions*

The policy or policies are to contain, or be endorsed to contain, the following provisions:

- o Additional Insured. To the fullest extent permitted by law, each party, its elected or appointed officials, employees, agents, and volunteers are to be covered as additional

- insured on the other party's general liability policy with respect to liability arising out of work or operations performed by or on behalf of the additional insureds, including materials, parts, or equipment furnished in connection with such work or operations.
- o Primary Insurance. Each party's insurance coverage shall be primary insurance with respect to the other party, its elected officials, employees, agents, and volunteers. Any insurance of self-insurance maintained by one party, its elected or appointed officials, employees, agents, and volunteers shall be excess of the other party's insurance and shall not be required to contribute with it.
 - o Waiver of Subrogation. Each party hereby grants to the other party a waiver of any right to subrogation which any insurer of the first party may acquire against the latter party by virtue of the payment of any loss under such insurance. Each party agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the other party has received a waiver of subrogation endorsement from its insurer.
 - o Umbrella or Excess Policy. Each party may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying comprehensive general liability insurance.
 - o Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the other party in accordance with Section 17, below.
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 - o Acceptability of insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current **A.M.** Best's rating of no less than **A:VII**, unless otherwise acceptable to the other party in writing.
 - o Verification of Coverage. Each party shall furnish the other party with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All documents are to be received and approved within 30 days of the effective date of the Agreement, as set forth in Section I. However, failure to obtain the required documents prior to the work beginning shall not waive the party's obligation to provide them. Each party reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

17. Notices. Any notice, action, or demand by either party to the other in connection with this Agreement shall be sent by mail. Notice shall be deemed to have been fully given or made when such notice, action, or demand is written and deposited in a sealed envelope postage prepaid, and addressed as designated below. A copy of any notice personally delivered or sent by mail shall be sent by electronic mail to the email address provided below. Either party may change its address by giving the other party written notice of its new address.

MCCSD: Mendocino City Community
Services District
Attn: District Superintendent
P.O. Box 1029
Mendocino, CA 95460
mccsd@mcn.org

User: Mendocino Fire Protection District
P.O. Box 901,
Mendocino, Ca, 95460

18. Entire Agreement. This Agreement and the Rate Schedule shall constitute the entire agreement between the parties relating to the rights granted and obligations assumed in this Agreement. Any oral representations or modifications concerning this Agreement shall be of no force and effect unless contained in a subsequent written modification signed by both parties.

19. Amendments. This Agreement may not be amended except by a written instrument that is signed by both parties.

20. Interpretation. This Agreement shall be construed, interpreted, and applied according to the laws of the State of California.

21. Successors. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

22. Attorneys' Fees. If either party commences an action at law or in equity, arbitration or other proceeding against the other party to enforce or interpret this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees and costs of such proceeding, in addition to any other amounts which may be awarded.

23. Severability. If any clause or provision of the Agreement is or becomes illegal, invalid, or unenforceable because of present or future laws, or any rules or regulations of any governmental body or entity, effective during its term, the intention of the parties is that the remaining parts of this Agreement shall remain in full force and effect if the fundamental purpose of the Agreement is not destroyed.

24. Exhibits to this Agreement. Exhibits A, B, C, D and E are incorporated into this Agreement by this reference in their entirety. They shall be available for inspection at MCCSD's offices, located at 10500 Kelly Street, Mendocino, California 95460, during regular business hours.

25. Third-Party Beneficiaries. This Agreement shall not create any right or interest in any non-party or in any member of the public as a third-party beneficiary.

.....

In Witness Whereof, this Agreement is entered into as of the date first above written.

MCCSD: Mendocino City Community
Services District

User: Mendocino Fire Protection District



Ryan Rhoades
MCCSD Superintendent

Edward O'Brien
President of the Board

ATTEST:

Katie Bates
MCCSD Office Manager

**EXHIBITS TO AGREEMENT FOR
THE DELIVERY AND USE OF RECYCLED WATER**

**EXHIBITS A-E WILL BE AVAILABLE FOR INSPECTION DURING REGULAR
BUSINESS HOURS IN MCCSD'S OFFICE, 10500 KELLY STREET, MENDOCINO, CA
95460**

- A Order RI-2022-0001 Waste Discharge Requirements and Master Recycling Permit
- B Description of Property Covered by this Agreement
- C Maps Showing Meter Stations for Recycled Water Service
- D Recycled Water System Title 22 Engineering Report
- E Recycled Water Handling and Use Requirements, Prohibitions and Best Management Practices

EXHIBIT A

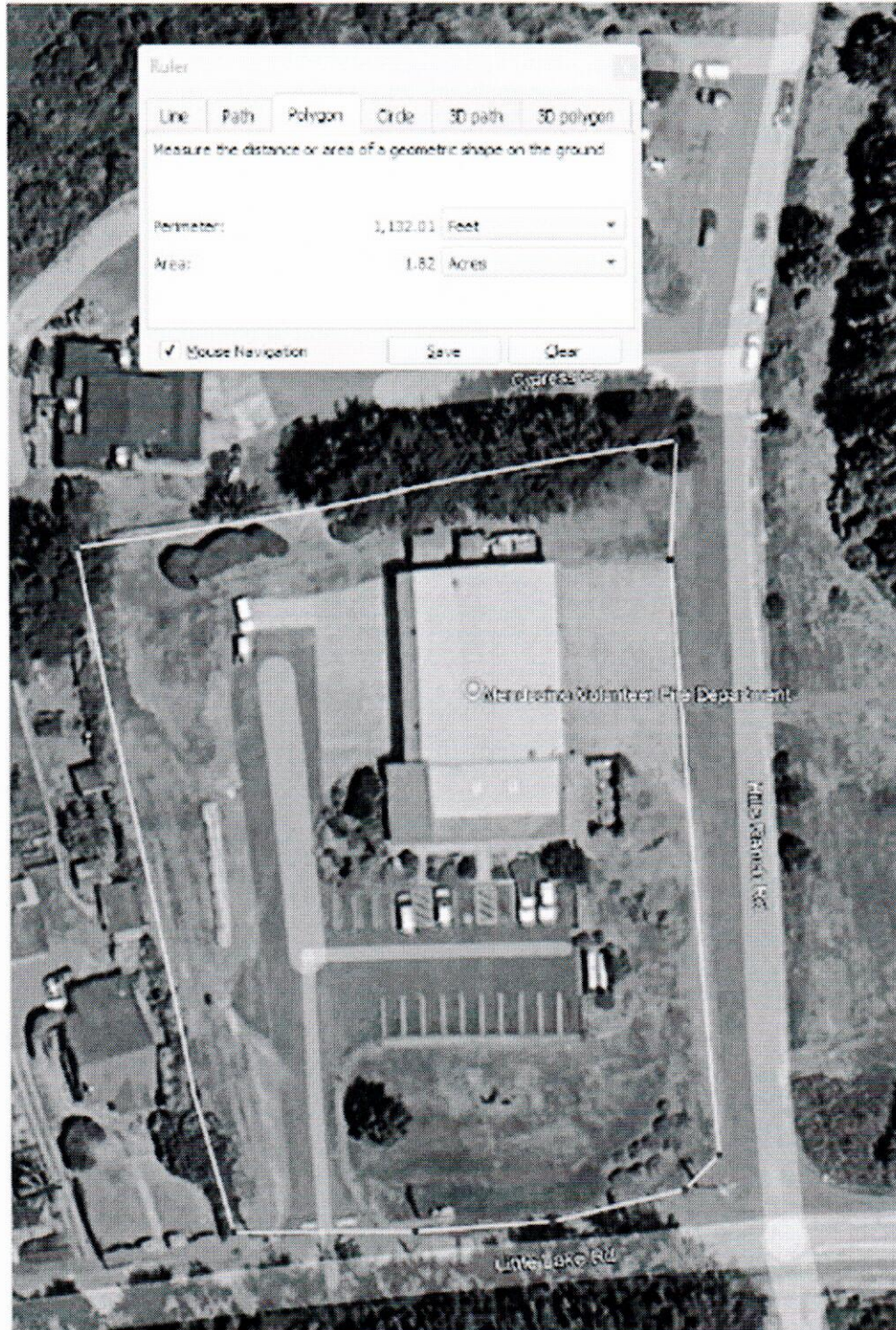
Order RI-2022-0001 Waste Discharge Requirements and Master Recycling Permit

-On file at MCCSD-

EXHIBIT B

Description of Property Covered by this Agreement

Mendocino Volunteer Fire Department Station 840, 44700 Little Lake Rd. approximately 1.82 acre parcel, including 0.9 acres grass, flowers, shrubs, and trees.



Grindle Park, owned by the Mendocino Fire Protection District.
Approximately 5 acre parcel, with approximately 0.8 acres of grass and orchard area.

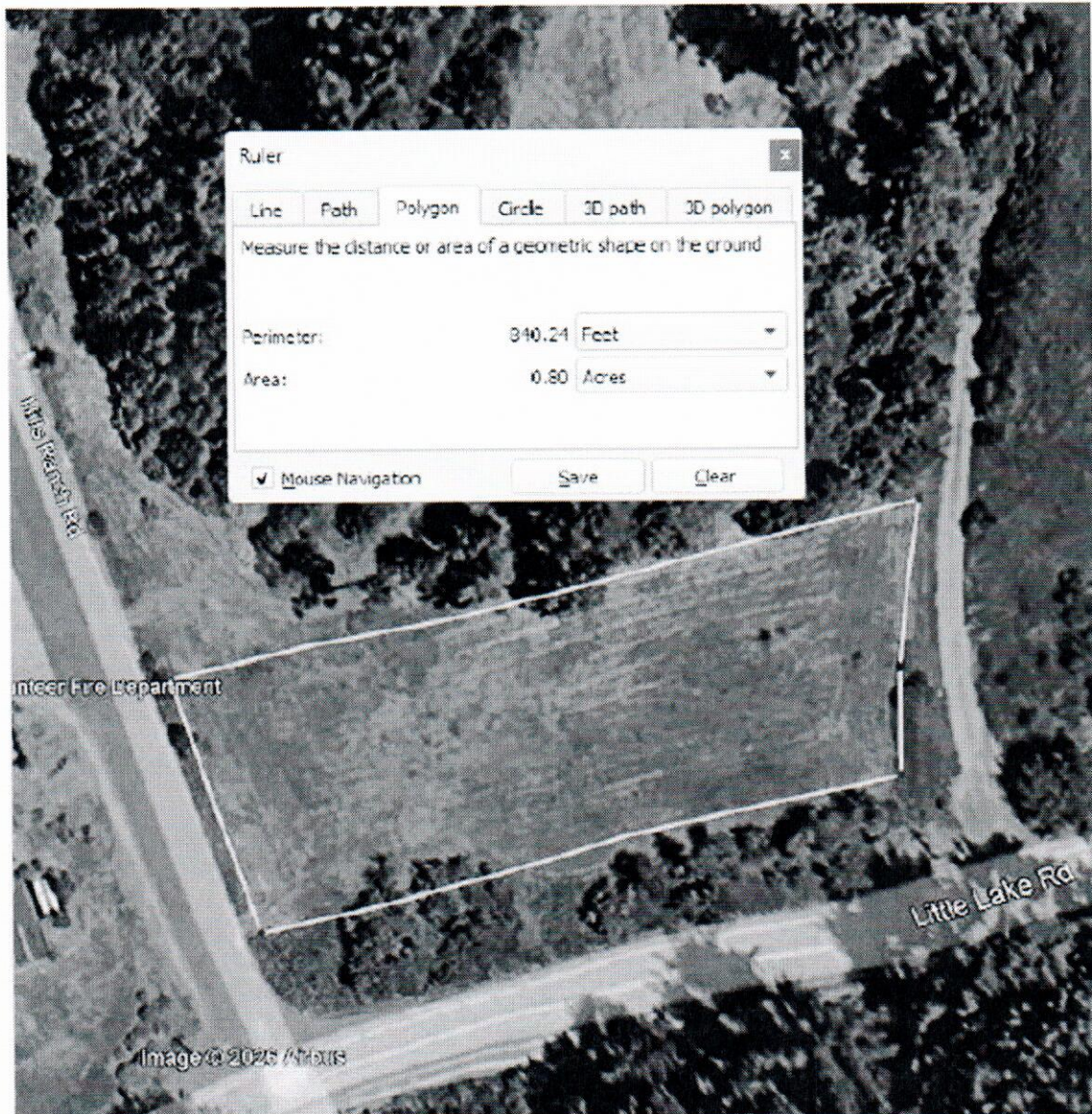


EXHIBIT C

Maps Showing Meter Stations for Recycled Water Service

-Under Design as of 8-31-2026-

-Will be on file at MCCSD-

EXHIBIT D

Recycled Water System Title 22 Engineering Report

-On file at MCCSD-

EXHIBIT E

Recycled Water Handling and Use Requirements, Prohibitions and Best Management Practices

1. Recycled water users should apply hand sanitizer or wash their hands with soap and potable water after working with recycled water.
2. Recycled water shall not be applied in areas where the public would be inadvertently exposed to recycled water.
3. Do **not** drink recycled water or use it for food preparation. Additionally, the USER must notify workers and/or the public when recycled water is used at a site and tell them that they are not to drink recycled water or use it for food preparation.
4. Precautions should be taken to avoid food coming into contact with recycled water while the use site is still wet.
5. An adequate first aid kit shall be made available at all times. Cuts or abrasions should be promptly washed, disinfected, and bandaged.
6. Recycled water shall not be allowed to spray onto external drinking water fountains or faucets used for potable water.
7. Recycled water shall not be applied where it could contact or enter passing vehicles, buildings, areas where food is handled or eaten, or storm drains.
8. Recycled water users shall take adequate measures to prevent overspray, ponding, or run off of recycled water from the authorized recycled water use area.
9. Recycled water shall not be applied on water-saturated or frozen ground or during periods of precipitation such that runoff is induced.
10. Recycled water shall not be applied on slopes if runoff cannot be controlled.
11. There shall be no irrigation or impoundment of recycled water within a minimum of 50 feet of any domestic (drinking water) well.
12. Recycled water shall not be allowed to escape from the designated use area(s) as surface flow that would either pond and/or enter waters of the State.
13. No recycled water shall be applied to irrigation areas during periods when soils are saturated.
14. Recycled water shall not be applied into State waters, within 25 feet of State waters containing standing or flowing water, nor in a manner that could result in uncontrolled runoff into State water.
15. Recycled water must not be introduced into any permanent piping system and no connection shall be made between the tank truck and any part of a potable water system.
16. User must comply with all requirements and restrictions specified by the Regional Water Quality Control Board and the California Department of Public Health Title 22.

Recycled Water Rate Schedule: Current as May 2026, subject to annual changes.

Capital Costs:

Item	2026 Cost
RW Transfer Pump	\$ 100,000.00
RW Distribution Pumps	\$ 121,808.97
Chlorine Generation System	\$ 301,450.00
Chlorine Dosing System	\$ 43,700.00
Coagulant Dosing System	\$ 59,811.13
RW Transfer FM	\$ 6,000.00
RW Distribution FM	\$ 12,000.00
TOTAL	\$644,770.09

Annual O/M Costs:

Item	2026 Cost
Pumping	\$ 5,778.83
Chlorine	\$ 76.88
Testing	\$ 3,720.00
TOTAL	\$ 9,575.70

Present Worth Factors:

Discount Rate	4%
Economic Life	20 years

RW Charge Rate Considering only Annual O/M Costs

Annual Volume of RW	4,140,346 gal
Annual Volume of RW	4,140.346 1000 gal
Cost per 1000 gal	\$ 2.36 per 1000 gal
Cost per gal	\$ 0.0024 per gal

RW Charge Rate Considering Capital Replacement and Annual O/M Costs OV4

20-Year Volume of RW	82,806,920 gal
20-Year Volume of RW	82,806.92 1000 gal

Cost per 1000 gal	\$ 9.39 per 1000 gal
Cost per gal	\$ 0.00939 per gal

AGREEMENT FOR THE DELIVERY AND USE OF RECYCLED WATER

This Agreement is made and entered into at Mendocino, California, as of this 31 day of August, 2026 between the Mendocino City Community Services District, a special district ("MCCSD"), and the California Department of Parks and Recreation ("User"), and provides as follows:

RECITALS:

A. MCCSD owns and operates a wastewater treatment plant at 10500 Kelly Street in Mendocino, Mendocino County, California, which is within the jurisdiction of the North Coast Region of the California Regional Water Quality Control Board ("Regional Board"). MCCSD collects and treats wastewater generated within MCCSD's service area, and either discharges treated wastewater to the Pacific Ocean, or will recycle treated wastewater for irrigation purposes.

B. MCCSD intends to recycle treated wastewater as a means of reducing the amount of treated wastewater being discharged into the Pacific Ocean.

C. MCCSD is authorized to discharge treated wastewater to authorized recycled water use sites, pursuant to Regional Board Order No. R1-2022-000 I, together with all attachments thereto, a true and correct copy of which is attached hereto as Exhibit A, and is incorporated herein.

D. User owns approximately 1.5 land at Heider Field, at 45061 Little Lake St. in the town of Mendocino, in Mendocino County, California, and the Ford House Public Restrooms at 45035 Main St. Mendocino, more particularly described in Exhibit B attached hereto and incorporated herein by reference.

E. MCCSD desires to deliver treated wastewater to User, and User desires to accept delivery of treated wastewater from MCCSD, to be used and applied only in such ways as are specifically permitted pursuant to the Order (as defined below) and as further provided in this Agreement.

DEFINITIONS:

The following terms shall have the meanings described below:

Agreement means this Agreement for the Delivery and Use of Recycled Water.

Agronomic Rate means the hydraulic loading reasonably necessary to satisfy the water uptake needs of the use area considering plant, soil, and climate demands.

Cross-Connection means any temporary or permanent connection between a public water system or consumer's potable (i.e., drinking) water system and any source or system containing non-potable water or other substances.

Delivery Period means the time of the year in which irrigation is needed, which is generally April 1 thru October 31 of each year. Delivery Period may be adjusted in dry years, periods of drought, or as needed for operations.

Delivery Quantity means those amounts specified in the Agreement in Section 3.

Engineer means MCCSD's Engineer.

HCF means hundred cubic feet (one HCF = 748 gallons)

Meter Station(s) means one or more control valve and metering stations located on User's property, and shall constitute the point of delivery. Current Meter Station(s) are depicted in Exhibit C (please attach).

Order means the National Pollutant Discharge Elimination System (NPDES) permit (currently Order RL-2022-0001 Waste Discharge Requirements and Master Recycling Permit adopted by the Regional Board on August 4, 2022 (Exhibit A)) as it may be amended from time to time, or any successor permit establishing requirements for the MCCSD's discharge of treated wastewater.

Property means the parcels owned by User described in Exhibit B (please attach) and upon which Recycled Water will be used to irrigate.

Raw Water means any water that has not been treated and does not have any of its minerals, ions, particles, bacteria, or parasites removed.

Recycled Water means water which, as a result of treatment of wastewater influent to MCCSD's wastewater treatment facility in accordance with the Order, is suitable for the direct beneficial uses allowable for Disinfected Tertiary Treated Wastewater as defined by Title 22, Division 4 of the California Code of Regulations, Section 60301.

User's Recycled Water System means the facilities and infrastructure installed by User to facilitate the delivery of Recycled Water from MCCSD to User and the use of Recycled Water by User.

"WWTP" means MCCSD's wastewater treatment plant located at 10500 Kelly Street, Mendocino, CA 95460.

AGREEMENT:

1. Term

(A) This Agreement shall become effective on the date first above written and shall remain in effect, unless otherwise terminated in accordance with Section 14, below.

2. Quality of Recycled Water

(A) The quality of Recycled Water delivered pursuant to this Agreement shall comply with the quality criteria established by the Order, although the Recycled Water's quality may vary within those criteria. MCCSD shall test the Recycled Water as required in the Order to ensure that it substantially complies with the quality criteria set forth in the Order. The results of this testing program shall be available to User for its review upon request at any time during MCCSD's normal business hours. The results of said tests shall be maintained at MCCSD's WWTP and may be reviewed or a copy obtained by User by telephoning MCCSD. An annual report of the test values shall be sent by mail to User in accordance with the reporting requirements established in the Order.

3. Delivery Quantity, Rate and Pressure

(A) MCCSD shall make reasonable efforts to deliver Recycled Water to User. Such Recycled Water shall be delivered to the Meter Stations at a pressure between 25 and 90 pounds per square inch (psi). Both parties recognize and **agree** that such delivery of recycled water may at times be precluded for reasons within and beyond the control of MCCSD. Such delivery may be prevented by reasons including, but not limited to, shortage of recycled water, malfunction of MCCSD's system, temporary imbalance of recycled water storage, or by order of a governmental regulatory authority. MCCSD shall not be liable for any actual or consequential damages that may occur due to such shortages or interruption of recycled water delivery, including but not limited to any loss or damage to crops or landscaping, or the cost of obtaining other water. User understands that the interruptible nature of recycled water delivery is reflected in MCCSD's determination of any applicable fee set by the MCCSD for recycled water uses. User agrees that User will put such water to reasonable and beneficial use in irrigating the Property. If desired by User, the MCCSD will make reasonable efforts to provide User with Recycled Water, but the MCCSD makes no representation that such water will be available.

(B) User represents and warrants that User will carefully monitor the application of Recycled Water on the Property and will only apply such water at the appropriate Agronomic Rate.

4. Delivery of Recycled Water

(A) MCCSD will deliver Recycled Water to User through a pipeline extension from MCCSD's WWTP to the Meter Station(s) on User's Property shown on Exhibit C (please attach). MCCSD shall be responsible for the installation, operation, maintenance and repair of the storage tank, pipeline and appurtenances used in transporting Recycled Water to the Meter Station(s), and for installation of the Meter Station(s). User may, by means of tanker trucks or other method reasonably acceptable to MCCSD, haul Recycled Water from MCCSD's distribution points to other locations on User's Property. Filling of tanker trucks or other conveyance at MCCSD's distribution points shall occur during normal business hours.

(B) User shall be responsible for the modification of existing piping on User's Property and the installation of new piping on User's Property to the extent that it is necessary to connect User's irrigation system to the Meter Station(s). User shall be responsible for the operation, maintenance or repair of said piping and appurtenances. User shall, in the alternative, be responsible for the construction and operation of any facilities located on the Property that are needed to receive tanker truck or other deliveries of Recycled Water.

(C) User shall be responsible for the installation, operation, maintenance and repair of any piping, pumping facilities and Cross-Connection devices for the use of Raw Water or potable water on User's Property. All such facilities are subject to inspection by either MCCSD or the Regional Board to ensure the protection of the public. In the event that either MCCSD or the Regional Board determines that such facilities are not operating in a manner that fully protects the public and the groundwater, either MCCSD or the Regional Board may order User to make any necessary improvements/repairs to such facilities, at User's sole cost.

5. Destination of Site Supervisor

(A) User shall designate an individual as User's Site Supervisor who shall be User's coordinator and direct contact person between MCCSD and User. User agrees that the Site Supervisor shall be responsible for the proper operation of User's Recycled Water System, implementing the requirements of the Order and this Agreement relative to the onsite use of Recycled Water, monitoring of User's Recycled Water System for prevention of potential hazards, and coordination with MCCSD and the regulatory agencies, when necessary. MCCSD shall assist in the training of User's Site Supervisor. User shall notify MCCSD of the name, position and phone number of User's Site Supervisor at least 30 days prior to startup of User's Recycled Water System and shall promptly inform MCCSD of any change of designated Site Supervisor and/or contact information during the term of this Agreement.

(B) The Site Supervisor shall be responsible for the avoidance of Cross-Connections during the installation, operation and maintenance of the User's pipelines and equipment. The Site Supervisor shall attend a training course, conducted by MCCSD, specific to Recycled Water use, the Order, and prevention of Cross-Connection.

(C) The Site Supervisor shall communicate no less frequently than quarterly to inform the MCCSD of any system modifications and system irregularities, and to verify employee training. Updates on system modifications and system irregularities must be provided with quarterly monitoring reports required by Section 9, below. Unusual occurrences which cause or threaten to cause any violation of this Agreement shall be promptly communicated to MCCSD.

6. Compliance With the Order.

(A) MCCSD and User shall comply with all provisions and requirements of the Order. User acknowledges to MCCSD that User is aware that the water delivered pursuant to this Agreement is Recycled Water to be used solely for specified and limited uses, as further described in Section 11, below. User has received a copy of the Order. User is familiar with and understands all of the provisions and requirements contained in the Order, and, in particular, the Water Recycling Specifications and Requirements in Section 4.3, and hereby agrees that those provisions and requirements are reasonable. User covenants and warrants that it shall comply with all the provisions and requirements of the Order and this Agreement in the use of Recycled Water.

(8) User shall use Recycled Water delivered hereunder only for those uses

authorized in and consistent with the Order and this Agreement, including the requirements of MCCSD set forth in Exhibit E, "Recycled Water Handling and Use Requirements, Prohibitions and Best Management Practices".

(C) MCCSD shall have responsibility under the Agreement to prepare all technical reports and conduct training programs required by the Order. User agrees to provide all relevant information necessary for the preparation of such reports in a timely manner, and to participate in training programs.

7. Availability of Recycled Water: Interruption of Service.

(A) Irrigation equipment downstream of Meter Station(s) on the Property shall be provided, replaced and repaired as necessary by User, at User's discretion, *provided that* all such irrigation equipment shall be subject to inspection and repairs as provided in Section 4(C) above. User shall complete all work and shall be responsible for all costs of construction, operation and maintenance of all other modifications and improvements on User's property, which are not the responsibility of MCCSD. Such other modifications include marking and signing required by the Order, e.g.:

- Placing of appropriate signs, to be provided by MCCSD, on the site perimeter that notify User's employees and the public of the use of Recycled Water on the site.
- Marking all solenoid valve boxes on User's Recycled Water System by placing an appropriate purple tag on the existing valve box lid, or by replacing with a new purple lid.
- User acknowledges and understands that MCCSD's delivery of Recycled Water is subject to the Order and waste discharge requirements imposed by the Regional Board and that MCCSD does not intend to deliver Recycled Water to User outside the Delivery Period absent additional authorization from the Regional Board.

(B) User agrees to cooperate with MCCSD, at MCCSD's request, in the establishment of reasonable and mutually agreeable delivery schedules for Recycled Water. User recognizes that the requests of various users may overload the capacity of MCCSD's WWTP and delivery system and that MCCSD therefore may need to reduce the rates at which Recycled Water is delivered to the various users from time to time. In the event that MCCSD reduces User's requested rate of delivery, MCCSD shall use reasonable efforts to restore the requested rate of delivery as soon as feasible and provide User with that amount of water it would have received had its rate of delivery not been reduced.

(C) MCCSD shall use reasonable efforts to ensure that User is provided Recycled Water consistent with the established delivery schedules, and User shall use its best efforts to accept Recycled Water as provided herein. However, both parties acknowledge that MCCSD's supply and delivery of Recycled Water and User's ability to take delivery of said water may occasionally be interrupted or curtailed due to causes outside of its control, including, but not limited to:

- drought
- natural disasters
- extreme weather
- power failures
- accident

- fire
- criminal or other deliberate acts of third parties
- strikes, riots, war
- facility failure, facility repairs/improvements
- actions or decisions by a governmental agency
- any other condition or events outside of either party's control.

Neither party shall be liable to the other for damages arising out of interruption or curtailment of service for these reasons. Insofar as feasible, the party whose performance hereunder is affected by such condition shall give the other party at least 72 hours advance notice of a temporary discontinuance or reduction in its delivery (in the case of MCCSD) or in its acceptance (in the case of User) of Recycled Water, except in the case of emergency, in which case notice need not be given. In the event of such discontinuance or reduction, the parties shall deliver or accept, as appropriate, upon resumption of service and as nearly as may be feasible, the quantity of Recycled Water that would have been delivered or accepted in the absence of such discontinuance or reduction.

8. Measurement of Delivered Recycled Water. All Recycled Water delivered pursuant to this Agreement shall be measured by MCCSD at the Meter Station(s) or other appropriate facilities. MCCSD shall own, inspect, operate, maintain, repair and replace the measuring equipment. All determinations relative to the measuring of Recycled Water shall be made by MCCSD. Upon request by User, the accuracy of a measurement shall be investigated by MCCSD and any error appearing therein shall be adjusted. User may inspect such measuring equipment for the purpose of determining the accuracy thereof.

9. Monitoring Reports. User shall provide monitoring reports on the form prescribed by MCCSD on a quarterly basis or as otherwise required by MCCSD and submit them to MCCSD by the fifth day of each month following the end of a quarter (i.e., January 5, April 5, July 5, October 5). Movement of Recycled Water off the Property by spray or runoff shall be fully reported by User in such reports, which shall also state what corrective action(s) were taken to prevent such movement from recurring.

10. Record Drawings: Within 30 days of execution of this Agreement, User shall provide MCCSD with record drawings showing the complete User's Recycled Water System. Following any onsite modifications to User's Recycled Water System and/or User's potable water systems, User shall provide MCCSD with record drawings showing the complete Recycled Water irrigation system including modifications made by User on its Property. User shall provide MCCSD with record drawings each time User modifies User's Recycled Water System on the Property during the term of this Agreement. The record drawings shall clearly show the locations of all pipelines, controllers, valves, fountains, buildings, structures, property boundaries, agriculture wells, domestic (drinking) wells, and any other features known or considered to be pertinent to or affected by the onsite use of Recycled Water.

11. Use of Recycled Water: The conditions and measures contained in the Recycled Water System Title 22 Engineering Reports (Exhibit D) and any subsequent site-specific environmental studies are hereby incorporated into this Agreement. These conditions and measures include, but are not limited to, the following:

- All Recycled Water delivered by MCCSD to User pursuant to this Agreement shall be used only on the Property and only for turf and landscape irrigation purposes.

- User's use of Recycled Water for turf and landscape irrigation purposes shall be restricted to agronomic rates of application as determined and approved by State Division of Drinking Water approved Title 22 Engineering Report for MCCSD. The current Recycled Water System Title 22 Engineering Report prepared by GHD March 1, 2021 (Exhibit D).
- Storage of Recycled Water on the Property in unlined ponds is prohibited.
- Recycled Water may not be used for frost protection.
- User's rights to Recycled Water deliveries hereunder are not transferable or assignable without the prior written consent of MCCSD. User shall not sell, give, transfer or distribute any of the Recycled Water delivered to it pursuant to this Agreement to any other party for any use, and User shall be the sole party using the Recycled Water.

12. Rate of Payment for Recycled Water: For Recycled Water furnished under this Agreement, User shall pay MCCSD on a monthly basis, determined as the rate multiplied by the quantity of Recycled Water delivered the previous month.

(1) The rate for Recycled Water shall be agreed upon annually and set forth in a "Rate Schedule," as amended and incorporated herein by reference, based on the actual costs to operate and maintain the Recycled Water System, divided by the amount of Recycled Water expected to be delivered during the year.

(2) In setting rates, User and MCCSD agree that (a) User will not pay for Recycled Water it does not receive, and (b) the cost of Recycled Water will reflect only the true cost of service consistent with California public agency laws and regulations.

(3) Because operation and maintenance costs ("O&M costs") are projected or budgeted in advance of each year, User and MCCSD agree to complete an annual reconciliation process for actual versus projected O&M costs. At the end of each budgeting year, the parties will compare the actual O&M costs for the prior year to projected O&M costs for that year. If a difference exists between the actual and projected costs, the parties will make a corresponding adjustment (up or down) to the computed rate for the upcoming year.

13. Permission to Enter: User hereby grants MCCSD, acting through its duly authorized employees, agents, or representatives, reasonable access to User's Property for any necessary work associated with this Agreement, including, but not limited to, meter reading, monitoring of Recycled Water use by User, and/or repair of MCCSD-owned Meter Station equipment.

14. Termination.

(A) Notice: Should one party breach any of the terms and conditions in this Agreement, written notice of such breach shall be given to the breaching party by the other party. If reasonable steps toward correcting the breaching conditions are not taken within 5 days from such notice, the other party may, in addition to any remedies provided in this Agreement and/or by law, terminate this Agreement on 30 days' written notice to the breaching party.

(B) Either party shall have the right to terminate this Agreement without cause at any time during the Term upon one hundred and eighty (180) days written notice.

(C) Notwithstanding subsection (A) above, MCCSD may terminate this Agreement immediately if:

(4) MCCSD, at its sole determination, is or will be unable to deliver properly and adequately treated Recycled Water to User for any reason whatsoever for a period greater than 120 days.

(5) The Regional Board changes MCCSD's discharge requirements for irrigation and MCCSD determines, after consultation with User, that it cannot reasonably meet any of the new Regional Board requirements.

(6) MCCSD is ordered to cease delivery of Recycled Water to User by a governmental authority or court of competent jurisdiction.

15. Hold Harmless and Indemnification. Each party hereto agrees to protect, indemnify, defend and hold harmless the other party and its directors, officers, employees, agents, successors and assigns from and against any and all actual or potential claims, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses (including without limitation reasonable attorneys' fees and costs and all foreseeable, unforeseeable and consequential damages) asserted against, resulting to, imposed upon or incurred by said other party by reason of the first party's breach of any provisions of this Agreement or the Order. This indemnification shall survive the termination of this Agreement.

16. Insurance. Each party agrees to obtain and continue in force at all times during the life of this Agreement the following insurance coverages:

- *Minimum Scope of Insurance.* Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form GC 00 01) and including products coverage.
- *Minimum limits of Insurance*
 - o General Liability \$4,000,000 General Aggregate
 \$2,000,000 Products/Completed Operations Aggregate
 \$1,000,000 Personal & Advertising Injury
 \$2,000,000 Each Occurrence
 - o Automobile Liability \$1,000,000 Per Accident for Bodily Injury & Property Damage
 - o Workers Compensation Statutory as required by the State of California
 - o Employer's Liability \$1,000,000 Per Accident for Bodily Injury or Disease

Any insurance proceeds available to one party that are broader than or in excess of the specified minimum insurance coverage and/or limits shall be available to the other party as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in the Agreement, or (2) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured who owns the policy, whichever is greater.

- *Other Insurance Provisions*

The policy or policies are to contain, or be endorsed to contain, the following provisions:

 - o Additional Insured. To the fullest extent permitted by law, each party, its elected or appointed officials, employees, agents, and volunteers are to be covered as additional

- insured on the other party's general liability policy with respect to liability arising out of work or operations performed by or on behalf of the additional insureds, including materials, parts, or equipment furnished in connection with such work or operations.
- Primary Insurance. Each party's insurance coverage shall be primary insurance with respect to the other party, its elected officials, employees, agents, and volunteers. Any insurance of self-insurance maintained by one party, its elected or appointed officials, employees, agents, and volunteers shall be excess of the other party's insurance and shall not be required to contribute with it.
 - Waiver of Subrogation. Each party hereby grants to the other party a waiver of any right to subrogation which any insurer of the first party may acquire against the latter party by virtue of the payment of any loss under such insurance. Each party agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the other party has received a waiver of subrogation endorsement from its insurer.
 - Umbrella or Excess Policy. Each party may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying comprehensive general liability insurance.
 - Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the other party in accordance with Section 17, below.
 - Self-Insured Retentions. Self-insured retentions must be declared to and approved by the other party. Either party may require the other party to purchase coverage with a lower retention or provide proof of ability to pay losses and related expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either party.
 - Acceptability of insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current **A.M. Best's** rating of no less than **A:VII**, unless otherwise acceptable to the other party in writing.
 - Verification of Coverage. Each party shall furnish the other party with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All documents are to be received and approved within 30 days of the effective date of the Agreement, as set forth in Section I. However, failure to obtain the required documents prior to the work beginning shall not waive the party's obligation to provide them. Each party reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

17. Notices. Any notice, action, or demand by either party to the other in connection with this Agreement shall be sent by mail. Notice shall be deemed to have been fully given or made when such notice, action, or demand is written and deposited in a sealed envelope postage prepaid, and addressed as designated below. A copy of any notice personally delivered or sent by mail shall be sent by electronic mail to the email address provided below. Either party may change its address by giving the other party written notice of its new address.

MCCSD: Mendocino City Community
Services District
Attn: District Superintendent
P.O. Box 1029
Mendocino, CA 95460
mccsd@mcn.org

User: California Department of Parks and
Recreation, Sonoma-Mendocino
Coast District. Attn: District
Superintendent 12301 North Hwy 1,
Box 1 Mendocino, Ca, 95460

18. Entire Agreement. This Agreement and the Rate Schedule shall constitute the entire agreement between the parties relating to the rights granted and obligations assumed in this Agreement. Any oral representations or modifications concerning this Agreement shall be of no force and effect unless contained in a subsequent written modification signed by both parties.

19. Amendments. This Agreement may not be amended except by a written instrument that is signed by both parties.

20. Interpretation. This Agreement shall be construed, interpreted, and applied according to the laws of the State of California.

21. Successors. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

22. Attorneys' Fees. If either party commences an action at law or in equity, arbitration or other proceeding against the other party to enforce or interpret this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees and costs of such proceeding, in addition to any other amounts which may be awarded.

23. Severability. If any clause or provision of the Agreement is or becomes illegal, invalid, or unenforceable because of present or future laws, or any rules or regulations of any governmental body or entity, effective during its term, the intention of the parties is that the remaining parts of this Agreement shall remain in full force and effect if the fundamental purpose of the Agreement is not destroyed.

24. Exhibits to this Agreement. Exhibits A, B, C, D and E are incorporated into this Agreement by this reference in their entirety. They shall be available for inspection at MCCSD's offices, located at 10500 Kelly Street, Mendocino, California 95460, during regular business hours.

25. Third-Party Beneficiaries. This Agreement shall not create any right or interest in any non-party or in any member of the public as a third-party beneficiary.

.....

In Witness Whereof, this Agreement is entered into as of the date first above written.

MCCSD: Mendocino City Community
Services District

User: California Depart of Parks and Recreation
Sonoma-Mendocino Coast District

Ryan Rhoades
MCCSD Superintendent



Bill Maslach
Sonoma-Mendocino Coast District
Superintendent

ATTEST:

Katie Bates
MCCSD Office Manager

**EXHIBITS TO AGREEMENT FOR
THE DELIVERY AND USE OF RECYCLED WATER**

**EXHIBITS A-E WILL BE AVAILABLE FOR INSPECTION DURING REGULAR
BUSINESS HOURS IN MCCSD'S OFFICE, 10500 KELLY STREET, MENDOCINO, CA
95460**

- A Order R1-2022-0001 Waste Discharge Requirements and Master Recycling Permit
- B Description of Property Covered by this Agreement
- C Maps Showing Meter Stations for Recycled Water Service
- D Recycled Water System Title 22 Engineering Report
- E Recycled Water Handling and Use Requirements, Prohibitions and Best Management Practices

EXHIBIT A

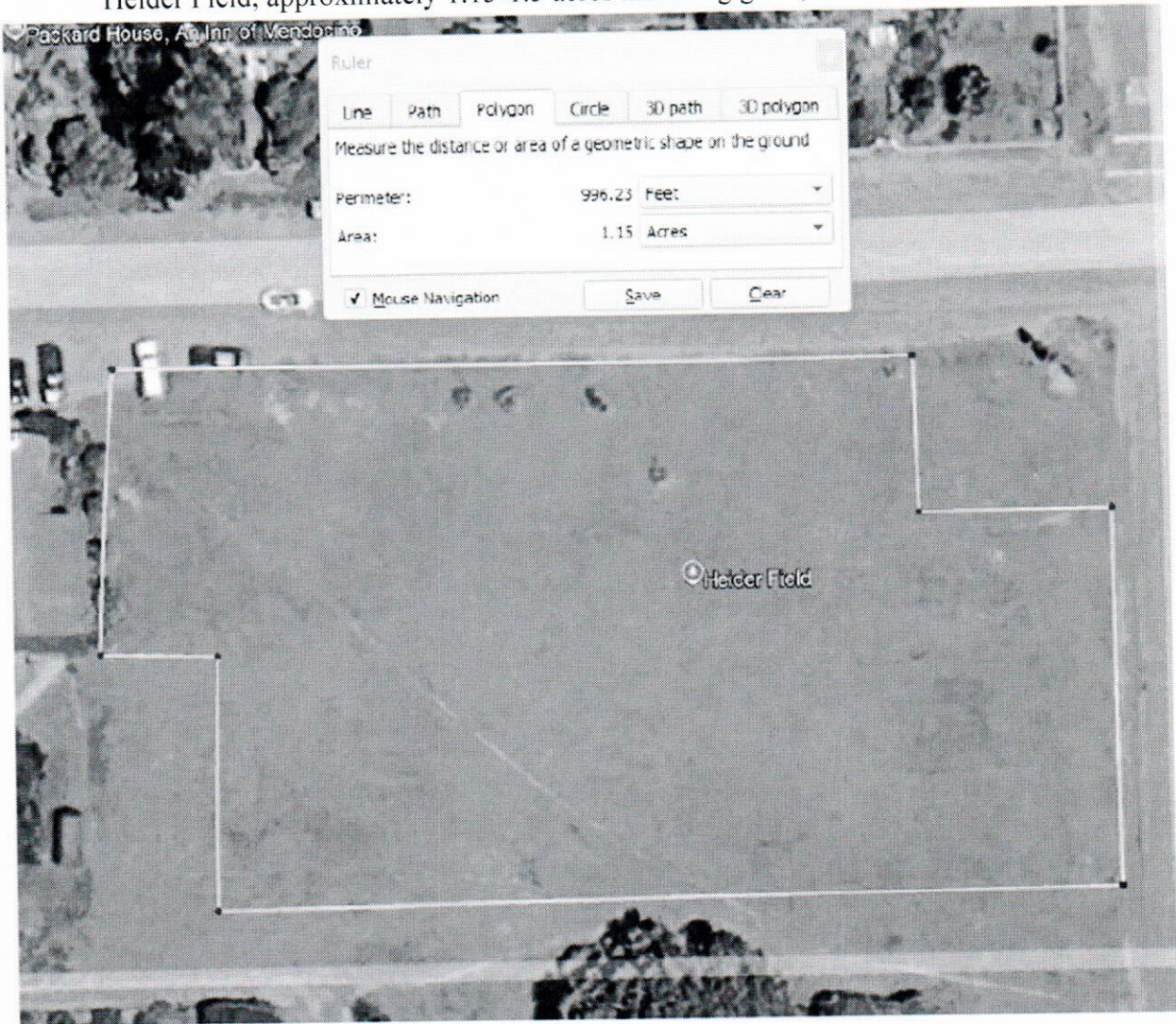
Order RI-2022-0001 Waste Discharge Requirements and Master Recycling Permit

-On file at MCCSD-

EXHIBIT B

Description of Property Covered by this Agreement

Heider Field, approximately 1.15-1.5 acres including grass, flowers, and shrubs



[illegible]

EXHIBIT C

Maps Showing Meter Stations for Recycled Water Service

-Under Design as of 8-31-2026-

-Will be on file at MCCSD-

EXHIBIT D

Recycled Water System Title 22 Engineering Report

-On file at MCCSD-

EXHIBIT E

Recycled Water Handling and Use Requirements, Prohibitions and Best Management Practices

1. Recycled water users should apply hand sanitizer or wash their hands with soap and potable water after working with recycled water.
2. Recycled water shall not be applied in areas where the public would be inadvertently exposed to recycled water.
3. Do **not** drink recycled water or use it for food preparation. Additionally, the USER must notify workers and/or the public when recycled water is used at a site and tell them that they are not to drink recycled water or use it for food preparation.
4. Precautions should be taken to avoid food coming into contact with recycled water while the use site is still wet.
5. An adequate first aid kit shall be made available at all times. Cuts or abrasions should be promptly washed, disinfected, and bandaged.
6. Recycled water shall not be allowed to spray onto external drinking water fountains or faucets used for potable water.
7. Recycled water shall not be applied where it could contact or enter passing vehicles, buildings, areas where food is handled or eaten, or storm drains.
8. Recycled water users shall take adequate measures to prevent overspray, ponding, or run off of recycled water from the authorized recycled water use area.
9. Recycled water shall not be applied on water-saturated or frozen ground or during periods of precipitation such that runoff is induced.
10. Recycled water shall not be applied on slopes if runoff cannot be controlled.
11. There shall be no irrigation or impoundment of recycled water within a minimum of 50 feet of any domestic (drinking water) well.
12. Recycled water shall not be allowed to escape from the designated use area(s) as surface flow that would either pond and/or enter waters of the State.
13. No recycled water shall be applied to irrigation areas during periods when soils are saturated.
14. Recycled water shall not be applied into State waters, within 25 feet of State waters containing standing or flowing water, nor in a manner that could result in uncontrolled runoff into State water.
15. Recycled water must not be introduced into any permanent piping system and no connection shall be made between the tank truck and any part of a potable water system.
16. User must comply with all requirements and restrictions specified by the Regional Water Quality Control Board and the California Department of Public Health Title 22.

Recycled Water Rate Schedule: Current as May 2026, subject to annual changes.

Capital Costs:

Item	2026 Cost
RW Transfer Pump	\$ 100,000.00
RW Distribution Pumps	\$ 121,808.97
Chlorine Generation System	\$ 301,450.00
Chlorine Dosing System	\$ 43,700.00
Coagulant Dosing System	\$ 59,811.13
RW Transfer FM	\$ 6,000.00
RW Distribution FM	\$ 12,000.00
TOTAL	\$644,770.09

Annual O/M Costs:

Item	2026 Cost
Pumping	\$ 5,778.83
Chlorine	\$ 76.88
Testing	\$ 3,720.00
TOTAL	\$ 9,575.70

Present Worth Factors:

Discount Rate	4%
Economic Life	20 years

RW Charge Rate Considering only Annual O/M Costs

Annual Volume of RW	4,140,346 gal
Annual Volume of RW	4,140.346 1000 gal
Cost per 1000 gal	\$ 2.36 per 1000 gal
Cost per gal	\$ 0.0024 per gal

RW Charge Rate Considering Capital Replacement and Annual O/M Costs ov4

20-Year Volume of RW	82,806,920 gal
20-Year Volume of RW	82,806.92 1000 gal

Cost per 1000 gal	\$ 9.39 per 1000 gal
Cost per gal	\$ 0.00939 per gal

Memo

To: Board of Directors
From: District Superintendent
cc: Seph Petta
Date: August 25, 2026
Re: Purchase of Two Replacement Flygt Sludge Pumps

RECOMMENDATION

Staff recommends that the Board authorize the expense of 32,518.00 for the purchase of two Flygt NP 3102.070 sludge pumps and associated equipment from Xylem Water Solutions USA, Inc. and waive applicable competitive bidding requirements pursuant to MCCSD Ordinance 08-3, Section 6.

BACKGROUND / NEED

Following recent de-watering operations associated with the Recycled Water Upgrade and Expansion Project, staff and Fort Bragg Electric identified significant damage to the District's existing sludge pumps. One pump has completely failed and the second is believed to be approaching failure.

Flygt pumps have historically long lead times. Initial estimates have pumps at 16-week lead time. Promptly placing the order is necessary to reduce the risk of losing the remaining pump before replacement equipment is available.

The proposed Flygt pumps match the District's existing sludge pumping equipment and are compatible with the existing infrastructure. **Xylem Water Solutions USA, Inc. is the manufacturer and sole source for genuine Flygt pumps in California.** District legal counsel has reviewed the proposed procurement and confirmed that the applicable bidding requirements may be waived under Ordinance 08-3, Section 6.

PURCHASE

Xylem Quote #2026-FFB-0340, dated August 14, 2026:

Amount

Equipment \$30,984.00

Freight \$1,534.00

Total \$32,518.00

FISCAL IMPACT & POTENTIAL GRANT FUNDING

MCCSD's engineering consultants and grant manager are investigating whether the pump replacement may be eligible for funding through the Recycled Water Upgrade and Expansion Project. No determination has been made at this time. Staff recommends proceeding with the purchase to reduce the risks of operational emergency. If eligible, staff will seek reimbursement through the project; otherwise, the purchase will be funded from the 2026-27 wastewater repairs and maintenance budget (currently set at \$123,000.00 for FY 2026-27).

PROPOSED BOARD ACTION

Motion: Authorize the expense to purchase of two Flygt Model NP 3102.070 sludge pumps and associated equipment from Xylem Water Solutions USA, Inc. pursuant to Quote #2026-FFB-0340, dated August 14, 2026, for an amount not to exceed \$32,518.00, including freight, and waive applicable competitive bidding requirements pursuant to MCCSD Ordinance 08-3, Section 6.

Attachments:

1. Xylem Water Solutions USA, Inc. Quote #2026-FFB-0340
2. Xylem Sole Source Purchasing of Flygt Products letter, August 17, 2026



Xylem Water Solutions USA, Inc.
Flygt Products

August 14, 2026

All bidding contractors

Quote # 2026-FFB-0340

Project Name: MCCSD

Job Name: NP 3102 6.5 HP

790-A Chadbourne Rd
Fairfield, CA 94534
Tel (707) 422-9894
Fax (707) 422-9808

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

A Flygt Preventive Maintenance Contract is available for this order. Please contact your Xylem Service Center for more information.

Pumps

Qty	Description	Unit Price
2	3102.070-0532 Flygt Model NP-3102.070 3" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 6.5 HP 3550 RPM motor, 256 impeller, 1 x 50 Ft. length of submersible cable, FLS leakage detector, volute is prepared for Flush Valve	\$ 13,551.00

Accessories

Qty	Description	Unit Price
2	14-58 91 06 HOOK,SAFETY ASSEMBLY SS	\$ 218.00
2	14-59 00 00 KIT,HARDWARE 3/8IN SS (2X)	\$ 102.00
60	14-48 71 13 CHAIN,3/16" 316L	\$ 13.00
2	14-58 72 08 KIT,CHAIN FITTING 3067-3127+ 316SS	\$ 200.00

miniCAS

Qty	Description	Unit Price
2	14-40 71 29 MINI-CASII/FUS 120/24VAC,24VDC	\$ 877.00
2	14-40 71 30 SOCKET,11-PIN BACK MOUNTING	\$ 154.00

Total Price \$ 30,984.00

Freight Charge \$ 1,534.00

Total Price \$ 32,518.00



Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

As of October 14th, 2024, all orders must meet a minimum dollar value of \$1,200. Xylem reserves the right to refuse to process any order that does not meet the minimum order value requirement. Xylem will support order adjustments to meet the minimum order value threshold.

Purchase Orders:	Please make purchase orders out to: Xylem Water Solutions USA, Inc.
Freight Terms:	3 DAP - Delivered At Place 08 - Jobsite (per Incoterms 2020) See Freight Payment (Delivery Terms) below.
Taxes:	State, local and other applicable taxes are not included in this quotation.
Back Charges:	Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.
Tariff Changes:	The prices quoted herein are based on the current tariff rates, duties, government charges, and trade regulations as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority (collectively, "Tariff Changes"), and such Tariff Changes result in an increase in the cost of goods, Xylem reserves the right to adjust the pricing of the affected goods to reflect the increased costs.
Shortages:	Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.
Terms of Payment:	100% N30 after invoice date. Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.
Terms of Delivery:	PP/Add Order Position
Validity:	This Quote is valid for thirty (30) days. Please note that this pricing is valid for 30 days and contingent upon final approval of submittals and release to fabrication by (within 90 days of bid date). This quotation is subject to change if any changes to the specifications or plans are made that alter the scope of supply.
Schedule:	Please consult your local Flygt Branch Office to get fabrication and delivery lead times.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

Zack Cederlind
Sales Representative

Cell: 916-279-1661
zackery.cederlind@xylem.com

Mariah Rowe
Regional Operations Specialist

Cell: 707-914-5280
mariah.rowe@xylem.com





Xylem Water Solutions USA, Inc.
Flygt Products

Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2026-FFB-0340
Customer Name: All bidding contractors
Job Name: NP 3102 6.5 HP
Total Amount: \$ 30,984.00
(excluding freight)

Signature: _____ Name: _____
(PLEASE PRINT)
Company/Utility: _____ PO: _____
Address: _____ Date: _____
_____ Phone: _____
_____ Email: _____
_____ Fax: _____



Flygt Products
3105 Ramco Street, West Sacramento, CA
Tel +1.707.430.0183 Fax +1.707.422.9808

August 17, 2026

Mendocino City Community Services District
Attn: Ryan Rhoades
10500 Kelly St,
Mendocino, CA 95460
(707) 937-5790

RE: Sole Source Purchasing of Flygt Products

Hello Ryan,

Xylem Water Solutions USA Inc. ("Xylem"), the manufacturer of Flygt Products, is the only authorized supplier for Flygt equipment used in municipal applications within Mendocino County, CA. Xylem is also your only authorized source for replacement and/or spare parts as well as repair services. Direct, sole source sales by Xylem (previously ITT Industries) to municipal customers within the Northern California counties have been in place since July 1995. In other territories and markets, Xylem has established authorized channel partners (Representatives and Distributors) who sell the FLYGT products. The contract terms and conditions defining the territories and markets within which those resellers may sell are strictly enforced.

If you have any questions, please feel free to contact me. You may also contact your direct salesperson, Zack Cederlind at the Flygt West Sacramento, CA Office who may be reached at (916) 279-1661.

Sincerely,



Paul Forsthoefel
Regional Sales Manager (West)



August 2026 Superintendent's Report

Wastewater Treatment Plant:

- Operators performed routine repair and maintenance to the WWTP in August of 2026.
- Operators completed some treatment plant painting projects.
- Ghilotti Construction is expected to return the week of 8/31 to resume work on the Recycled Water Upgrade project. Delays were related to the time it took United Rentals (approximately a month) to clean and remove equipment.
- Arezen Service technicians were on site 8/11. They installed a new cooling fan and conducted annual service on the turbo blower. The blower is back in service, Technicians are recommending an upgrade to the VFD. Estimates are around \$25,000. In theory this should prolong the life of our current blower by an additional 10 years. A new, replacement blower is currently quoted at \$115,000, excluding installation. We are awaiting additional details.
- Fort Bragg electric was on site 8/11/26 and 8/19. FBE reported that one of our sludge pumps is in failure and the other is in poor shape. It appears to be the result of the de-watering project. GHD is investigating if grant funds can be used to replace the pumps. We received an estimate of approximately \$32,000 to purchase two new pumps direct from the manufacturer.
- The Ford service truck was taken in for a re-call repair.
- There were zero (0) after-hours alarm callouts for the month as of August 26, 2026.
- The Report of Waste Discharge Documents for NPDES permit renewal were submitted 8-17-2026
- The monthly CASGEM groundwater report was turned in on August 19, 2026, to the County.

Outfall: Alpha diving reported one diver recovering from a minor medical issue but expects them to recover soon and to inspect our outfall in the coming months.

Biosolids:

- Operators did not transport any biosolids in August of 2026.
- Ghilotti will be transporting the grit that was removed and stored in the drying bed during de-watering, now that the United equipment has been removed.

Recycled Water:

- MCCSD did not produce or transfer any recycled water for the month.

Grants and Projects:

-As noted last month, the de-watering of the treatment plant aeration basin in July was very successful. One of MCCSD's permitted drying beds was used for temporary grit and sludge storage. The drying bed worked as designed. No noticeable odors, flies, or other potential nuisances were observed around the drying bed. No odor complaints were received; in fact, we received compliments for successfully completing the work without impacting the music festival. We are still waiting on an updated schedule to learn when boring work under Hwy 1 intends to begin. We should know more once Ghilotti re-mobilizes and returns to work.

-Carollo Engineers continue work on their preliminary engineering report for treatment plant redundancy and lift station upgrades.

Safety Meeting and Plant Safety Inspections:

The 30-minute monthly safety meeting was held on August 27, 2026. The topic was *Fire Safety*. No safety incidents were reported for the period.

Sanitary Sewer Collection System:

There are no Sanitary Sewer overflows to report for the period April 12, 2023- August 26, 2026.

Memo

To: MCCSD Board of Directors
From: District Superintendent
cc: Seph Petta
Date: August 27, 2026
Re: Groundwater Management Report

The 2025-26 Rain Year

October 1, 2025, was the beginning of the 2025-26 rain year. Average annual precipitation in Mendocino is 39.41 inches, and average rainfall in August is 0.20 inches. 0.12 inches of rainfall have been measured in the District for August, as of August 26, 2026 (Figure 1, Table 1).

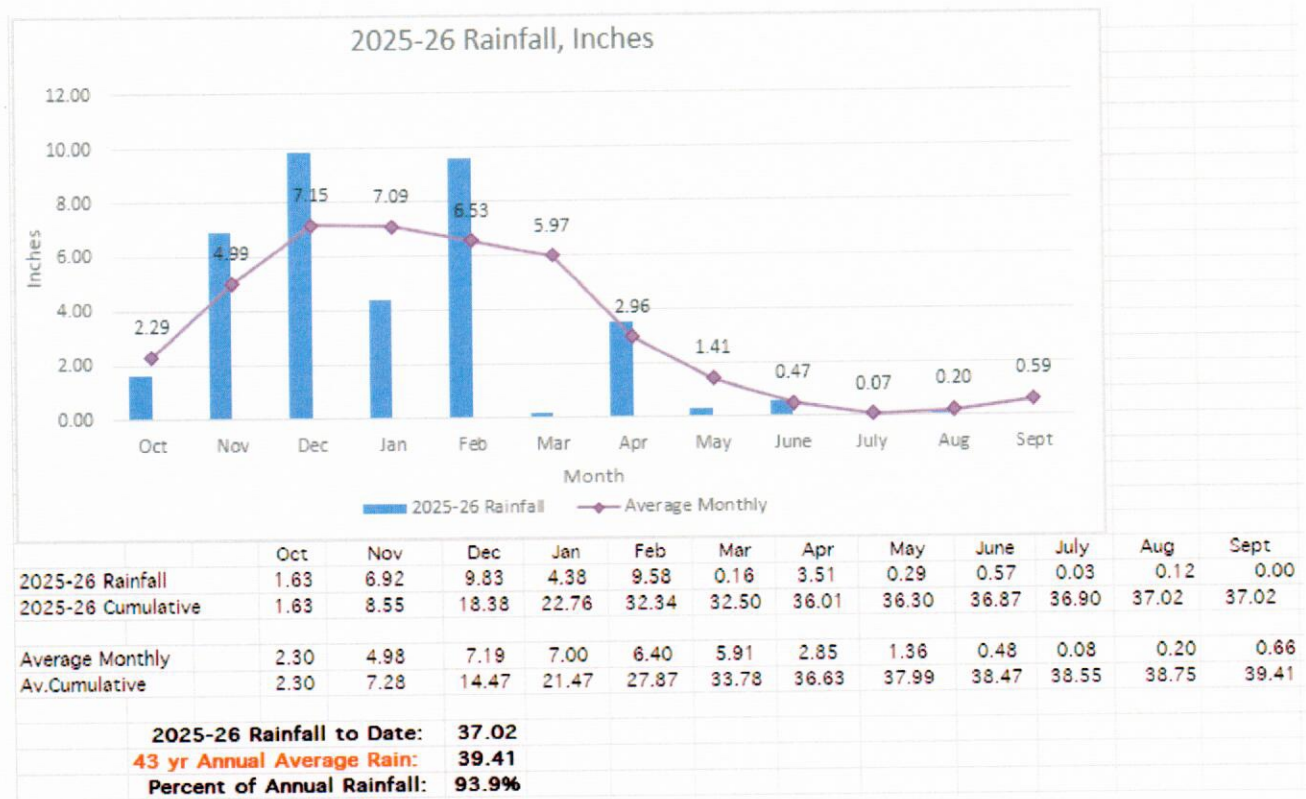


Figure 1, Table 1

Total Rainfall for Rain Year 2024-25 was 43.18" inches. Mendocino received 110% of normal annual rainfall during the last water year. By August 26, 2026, total rainfall since October 1, 2025, was 37.02 inches, 94% of average annual rainfall.

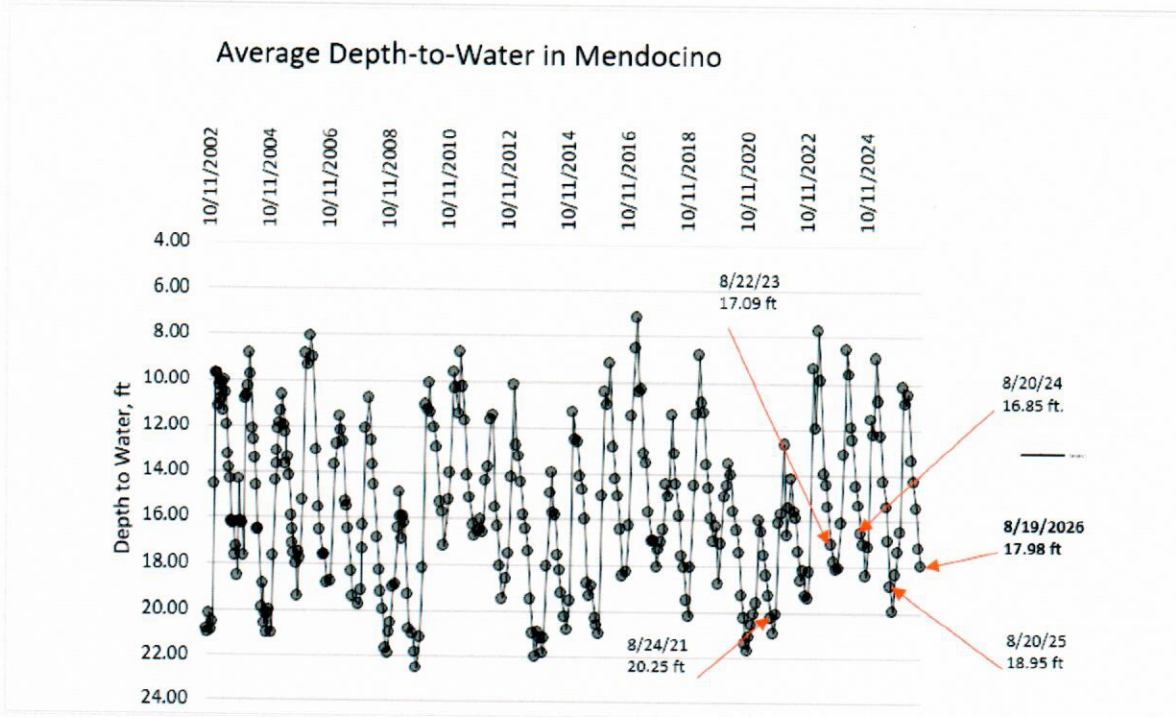
DAILY TOTAL RAINFALL											
2025-26										Elevation 72 Feet	
										Latitude 39.306°	
Data From : Community Service District										Longitude -123.600°	
Day	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Sep
1	0.01	0.02	0.04	0.26	0.01		0.35				
2				1.44		0.02			0.01		
3		1.39		0.58	0.01	0.03					
4		0.70		1.71				0.05			0.03
5	0.01	0.15		0.15			0.01			0.01	0.01
6		0.56									
7			0.02	0.15	0.39	0.01					
8			0.01		0.01	0.01	0.03	0.01	0.46		
9			0.01	0.01			0.15				
10	0.25		0.02		0.44		0.14	0.01			
11			0.01	0.01			1.16				0.01
12	0.14	1.36	0.01	0.01		0.01	0.01				
13	0.45	0.46		0.01		0.01					0.02
14				0.01	1.43				0.03		
15	0.01	0.24	0.13		2.44	0.02	0.02				
16	0.01	2.02	0.85	0.01	0.20				0.02		
17		0.02	0.01		0.54	0.01			0.04		0.02
18			0.41	0.01	0.82	0.01			0.01		
19			1.10	0.02	0.05		0.62				0.02
20	0.01		2.27				0.8			0.02	
21			0.83		0.08		0.21	0.01			
22			0.25		0.02						
23	0.02		0.78		1.38			0.05			
24	0.24		0.56		1.76			0.01			0.01
25	0.40		0.89					0.06			
26	0.08		0.63								
27								0.03			
28							0.01	0.06			
29			0.01			0.01					
30											
31			0.99			0.02					
Sum	1.63	6.92	9.83	4.38	9.58	0.16	3.51	0.29	0.57	0.03	0.12
Count	12	10	21	14	15	11	12	9	6	2	7
Max	0.45	2.02	2.27	1.71	2.44	0.03	1.16	0.06	0.46	0.02	0.03
Rainy Days		119					Water year Total Rainfall				37.02
Maximum Daily Rainfall				2.44							

Table 1 2025-26 Rainfall Record

August 2026 Depth-to-Water (DTW)

The average DTW measurements District-wide in the 24 monitoring wells on August 19, 2026, was 17.98 ft. DTW averages are about 0.74 ft. lower than July of 2026. The DTW averages in the five drought monitoring wells reported an average of 20.73 ft., which is 1.39 ft lower than July of 2026. DTW averages are about one (1) foot better than August 2025, and 2.25 ft better than a drought year like August 2021.

Figure 2 Average Depth-To-Water Chart



Following the Water Shortage Contingency Plan, May 31, 2026, was the most recent water shortage evaluation date. Rainfall totals at that time were (36.3") 96% of average for the rain year to date, indicating there is no water shortage within the District currently. January 31, 2027, is the next water shortage evaluation date.

Groundwater Management Notification for the Month:

1-Overage notification letter was mailed out for the month.

20-Violation 1 letters for failure to report a water meter reading

1-Violation 2 letters for failure to report a water meter reading for two consecutive months

0-Violation 3 letters for failure to report a water meter reading for three consecutive months