

MENDOCINO CITY COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS 8-28-2023 MEETING AGENDA

MENDOCINO CITY COMMUNITY SERVICES DISTRICT  
P. O. BOX 1029  
MENDOCINO, CA 95460  
Business Phone (707) 937-5790

AGENDA

REGULAR MEETING

Monday, August 28, 2023

5:00 PM

Wastewater Treatment Plant, 10500 Kelly Street, Mendocino

1. CALL TO ORDER
2. APPROVAL OF AGENDA
3. PUBLIC COMMENT: non agenda items
4. COMMUNICATIONS
5. FINANCIAL REPORT  
Discussion and Possible Action to Approve District Disbursements/Expenditures.
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 7-31-23
7. DISCUSSION AND POSSIBLE ACTION REGARDING ANY CONSENT AGENDA ITEM NEEDING SEPARATE ACTION
8. DISTRICT SUPERINTENDENT'S REPORT  
Monthly Report
9. NEW BUSINESS
  - a) Discussion and Possible Action to approve the engagement with auditing firm, O'Connor & Company  
Staff recommends a motion approving the engagement with auditing firm, O'Connor & Company
  - b) Discussion and Possible Action to review and approve the Groundwater Extraction Permit Application for 10420 Kasten St.  
Staff recommends a motion to approve the Groundwater Extraction Permit Application for 10420 Kasten St.
10. OLD BUSINESS
11. GROUNDWATER MANAGEMENT  
Monthly Groundwater Management Report
12. COMMITTEE UPDATES
13. MATTERS FROM BOARD MEMBERS
14. ADJOURNMENT

MENDOCINO CITY COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS 8-28-2023 MEETING AGENDA

STANDING COMMITTEES: For 2023

- Finance:----- Dennak Murphy and Ishvi Aum
- Personnel:----- Dennak Murphy and Matthew Miksak
- Plant Operations:----- Dennak Murphy and Jim Sullivan
- Safety:----- Jim Sullivan
- Street Lighting:----- Jim Sullivan and Donna Feiner
- Groundwater Management:----- 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.*

**MENDOCINO CITY COMMUNITY SERVICES DISTRICT**

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

**MENDOCINO CITY COMMUNITY SERVICES DISTRICT SPECIAL BOARD MEETING**

**ACTION MINUTES – July 31, 2023**

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

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**AGENDA ITEM NO. 1 – CALL TO ORDER – 5:01 p.m.**

**Present:** Directors Donna Feiner, Ishvi Aum, Matthew Miksak, VP Jim Sullivan, and presiding was President Dennak Murphy

**Staff Present:** Mr. Ryan Rhoades, District Superintendent, Katie Bates, Board Secretary

**Legal Counsel Present:** None

**Public Present:** Dan Potash, Colin Morrow

**AGENDA ITEM NO. 2. – APPROVAL OF AGENDA**

**Board Action:** Upon motion by VP Sullivan and 2<sup>nd</sup> by Director Feiner, IT IS ORDERED to approve the agenda. The Motion carried by the following vote:

AYE: 5

NO: 0

**AGENDA ITEM NO. 3 –PUBLIC COMMENT**

None

**AGENDA ITEM NO. 4 – COMMUNICATIONS**

Tina Aranguren's letter to Mendo Fever is mentioned

**AGENDA ITEM NO. 5- FINANCIAL REPORT**

**Presenter:** Katie Bates

**Board Action:** Upon motion by VP Sullivan and 2<sup>nd</sup> by Director Miksak, IT IS ORDERED to approve the June disbursements. The Motion carried by the following vote:

AYE: 5

NO: 0

**Board Comment:** Director Aum and President Murphy

**Staff Comment:** Ryan Rhoades

**AGENDA ITEM NO. 6: CONSENT AGENDA**

**APPROVAL OF 6-7-23 MINUTES**

**Board Action:** Upon motion by Director Feiner and 2<sup>nd</sup> by Director Miksak, IT IS ORDERED to approve the consent agenda. The Motion carried by the following vote:

AYE: 5

NO: 0

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

None

**AGENDA ITEM NO. 8- DISTRICT SUPERINTENDENT'S REPORT**

**Presenter:** Ryan Rhoades

**Board Comment:** Directors Aum, Feiner, VP Sullivan and President Murphy

**AGENDA ITEM NO. 9 – NEW BUSINESS**

- a) **Discussion and Possible Action to approve the proposal from Alpha Diving to inspect the Outfall and to perform the biological survey**

**Presenter:** Ryan Rhoades

**Board Action:** Upon motion by Director Feiner and 2<sup>nd</sup> by VP Sullivan, IT IS ORDERED to approve the proposal from Alpha Diving. The Motion carried by the following vote:

AYE: 5

NO: 0

- b) **Discussion and Possible Action to create an ad hoc committee to discuss new or expanded use, and review of Ordinances related to development**

**Presenter:** Ryan Rhoades

**Board Comment:** Directors Aum, Feiner, Miksak, VP Sullivan, and President Murphy

**Board Action:** Upon motion by Director Feiner and 2<sup>nd</sup> by Director Miksak, IT IS ORDERED to create an ad hoc committee to discuss new or expanded use, and a review of Ordinances related to development. The Motion carried by the following vote:

AYE: 5

NO: 0

- c) **Discussion and Possible Action to approve the work order from GHD for the Outfall Dilution Ratio**

**Presenter:** Ryan Rhoades

**Board Comment:** Director Aum and VP Sullivan

**Board Action:** Upon motion by VP Sullivan and 2<sup>nd</sup> by Director Miksak, IT IS ORDERED to approve the work order from GHD for the Outfall Dilution Ratio. The Motion carried by the following vote:

AYE: 5

NO: 0

#### **AGENDA ITEM NO. 10- OLD BUSINESS**

- a) Discussion and Possible Action to adopt Final Budget for Fiscal Year 2023-24 previously introduced at the June 7, 2023 Board of Directors meeting.

**Board Action:** Upon motion by Director Miksak and 2<sup>nd</sup> by Director Aum, IT IS ORDERED to adopt the Budget for Fiscal Year 2023-24. The Motion carried by the following vote:

AYE: 5

NO: 0

#### **AGENDA ITEM NO. 12: GROUNDWATER MANAGEMENT**

**Presenter:** Ryan Rhoades

#### **AGENDA ITEM NO. 13: COMMITTEE UPDATES**

None

#### **AGENDA ITEM NO. 14: MATTER FROM BOARD MEMBERS**

**Director Feiner read the following conflict of interest statement:**

As a member of the Board of Directors for the Mendocino City Community Services District, I am committed to transparency and ensuring the highest ethical standards within our organization. Today, I would like to disclose a potential financial conflict of interest that I have become aware of.

First, let me provide some context. I am a 100% owner of a local business called Feiner Fixings. Feiner's Fixings is a private water treatment company that manages multiple public water systems, including some within MCCSD boundaries. It has come to my attention that I have a financial interest, albeit indirect and remote, in a company or organization that may be affected by decision made by this board. I believe it is of utmost importance to bring this to your attention and address it with complete transparency.

The nature of this potential conflict is that MUSD is a client of my business Feiner's Fixings and has been since 2002. While I have always acted in the best interest of our community, I understand the importance of acknowledging and addressing any potential conflicts.

I want to assure you that upon discovering this potential conflict, I immediately took the following steps to mitigate any potential bias or negative influence:

- I am and will recuse myself from any discussions, decisions, or votes related to matters involving MUSD.
- I have made all necessary financial disclosures as required by law.

I want to emphasize my commitment to transparency and maintaining the trust of the community we serve. I take this disclosure seriously and understand the importance of being forthright about any potential conflicts. I will continue to act with the utmost integrity and always put the interests of our District and its constituents first.

Thank you for your attention and understanding. I remain fully dedicated to serving this community and ensuring that the decisions made by this board are fair, unbiased, and in the best interest of all. Should you have any questions or concerns, please do not hesitate to reach out to me directly.

Director Aum mentions his letter with FPPC re: potential conflict of interest

**AGENDA ITEM NO. 15: ADJOURNMENT**

IT IS ORDERED to approve adjourning the meeting at 6:37 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](http://www.mccsd.com).*

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

*Board of Directors*

STANDING COMMITTEES:

- Finance:----- Dennak Murphy and Ishvi Aum
- Personnel:----- Dennak Murphy and Matthew Miksak
- Plant Operations:----- Dennak Murphy and Jim Sullivan
- Safety: ----- Jim Sullivan
- Street Lighting:----- Donna Feiner and Jim Sullivan
- Groundwater Management:----- Donna Feiner and Jim Sullivan

Respectfully submitted,  
Ryan Rhoades and Katie Bates



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August 11, 2023

Mr. Ryan Rhoades, District Superintendent  
Mendocino City Community Services District  
10500 Kelly Street  
Mendocino, CA 95460

Dear Mr. Rhoades:

We are pleased to confirm our understanding of the services we are to provide Mendocino City Community Services District (the District) for the year ended June 30, 2023.

### **Audit Scope and Objectives**

We will audit the financial statements of the business-type activities, the major fund, and the disclosures, which collectively comprise the basic financial statements of the District as of and for the year ended June 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Proportionate Share of Net Pension Liability (Asset).
- 3) Schedule of Contributions.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

### **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2)

fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

#### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

#### **Other Services**

We will also prepare or assist in preparing the financial statements of the District in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.



You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. Further, we understand that your employees will prepare all information we request in our Client Participation List in the format requested and send it to us 30 days prior to scheduling the audit field work. If you have insufficient personnel or time to prepare these items we can assist you in this area and we will discuss with you the additional time required and estimated fee for these services.

The audit documentation for this engagement is the property of O'Connor & Company and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to regulatory agencies or their designees. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of O'Connor & Company personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulatory agencies or their designees. The regulatory agencies or their designees may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Michael O'Connor is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our gross fee, including expenses, will not exceed \$12,000, and \$1,000 for preparation of the State Controller's Report.

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes thirty days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If additional time is needed for us to assist the District in the resolution or investigation of accounting errors, discrepancies, or reconciliation issues, assistance in the preparation of schedules, or to reflect in our workpapers corrections to the District's accounting records made after the start of the engagement, we will perform such additional work at our standard hourly rates indicated below:

Director \$200  
Audit Director/Audit Manager \$130-150  
Audit Supervisor \$120-150  
Senior Accountant \$100-120  
Staff Accountant \$75-100  
Administrator \$100

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We may also issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

In addition to the estimated fees noted above, we reserve the right to invoice the District at our standard hourly rates for time incurred providing information to successor auditors in compliance with AU Sec. 315. Our invoices and related fees for this service will be payable upon presentation.

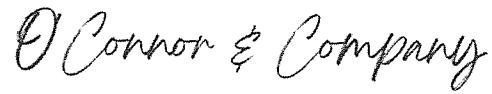
### **Reporting**

We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the Board of Directors of Mendocino City Community Services District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We reserve the right to suspend or terminate our work if you have failed to fulfill your responsibilities set forth in this engagement letter, and such failure materially interferes with our work. If our work is suspended or terminated because of your failure to fulfill your responsibilities set forth in this engagement letter, you agree that we will not be responsible for your failure to meet government and other deadlines, for any penalties or interest that may be assessed against you resulting from your failure to meet such deadlines, and for any damages (including consequential damages) incurred as a result of the suspension or termination of our work.

We appreciate the opportunity to be of service to Mendocino City Community Services District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign a copy of this letter and return it to us.

Very truly yours,



O'Connor & Company

RESPONSE:

This letter correctly sets forth the understanding of Mendocino City Community Services District.

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

## Memo

**To:** Board of Directors  
**From:** District Superintendent  
**cc:** Jim Jackson  
**Date:** August 17, 2023  
**Re:** GWEP Application for 10420 Kasten St.

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The property owner of APN # 119-235-1200 or 10420 Kasten St. Mendocino has applied for a Groundwater Extraction Permit for a "change in use."

Current approved, and present property use is 967 sq. ft. retail/office space. With a water allotment of 146 gal/day.

Water use history for the property over the past seven years indicates average groundwater extraction between 10-20 gal per day.

The application requests a change in use to allow the property to be used, as a one-bedroom single family residential unit with one ESD of water demand (200 gal/day)

The application also request the "4B" exception to the hydrological study requirement. For a limited increase in water demand, request. "30% of an existing water demand that is less than or equal to 320 gallons per day."

$$146 \times 30\% = 43.8$$

$$146 + 43.8 = 189.80$$

$$200 - 189.80 = 10.2 \text{ gallons per day short of requirement.}$$

The request is to allow for the change in use, with an increased theoretical water demand to meet the needs of a one bedroom residence (200 gpd), with no increase in actual water allotment. The water allotment will remain 146 gpd. Following MCCSD Ordinance 2020-1, 4(b) requirements, the property would be exempt from a hydro study if water demand did not exceed a 30% increase, or 190 gal/day and retained its current allotment of 146 gal/day. The owner is requesting the Board allow 10 gal/day of theoretical water demand with no increase in allotment, and without the need to complete a hydro study.

If approved the owner desires to rent the residential space out, and states "there will be a clause in the lease agreement limiting water consumption to 110 gpd".

If approved the owner will pay for 0.27 ESD of additional sewer right of use, and monthly sewer service. The property is also subject to additional County permits for change in use.

Similar requests of this nature have been approved by past boards, and staff recommends approval of the request.

received

8/14/23

PAID

CK. NO. 1112  
DATE 8/14/23

MENDOCINO CITY COMMUNITY SERVICES DISTRICT  
APPLICATION FOR GROUNDWATER EXTRACTION PERMIT

Fees: Administrative \_\_\_\_\_ \$200.00  
Board Approval \_\_\_\_\_ \$300.00  
Hydrological Study with Board Approval \_\_\_\_\_ \$700.00

The attached Groundwater Extraction Permit Ordinance (2020-01) shall be the presiding reference for processing this application.

Name of Property Owner Robert + Susan Cimmiyotti

Address of Property Owner 44701 Driftwood Rd, Mendocino, CA

Assessor's Parcel Number(s): 119 235 1200

Street Address of Project 10420 Kasten Street

Contact Person Robert Cimmiyotti Telephone 707-813-1214

1. Is this application being submitted as an emergency request? Please attach explanation (see definition of "emergency" in Ordinance) NO

2. Description of the Proposed Project, describing the proposed size and type of use and defining any change in water source or water use including any increase or decrease of water demand. Please include total square footage of the parcels being served.

The request is for a change in use to allow the property to be used as a one bedroom residential with a L&SD water standard

3. Maximum daily amount of water use anticipated as a result of proposed change 110 gallons

4. Does the proposal require new well construction and/or the structural modification of an existing well? Yes No

5. Have you obtained a well drilling permit from the County? Yes \_\_\_\_\_ No N/A If yes, please attach copy.

6. Have you obtained Coastal Commission approval for well drilling?

Yes \_\_\_\_\_  No \_\_\_\_\_ if yes, please attach a copy.

7. Other permits that apply to this project. Please identify.

## standard CDP required

8. Do you have a water meter(s)?  Yes \_\_\_\_\_ No \_\_\_\_\_

9. Do you have any history of water use on a daily basis, either metered or best estimate, if applicable?

yes, 11 gallons per day

10. Are there any conservation devices currently in use on your property? Yes \_\_\_\_\_  No \_\_\_\_\_ If yes, list conservation devices/measures (i.e. low flush toilets, low flow shower heads, etc.)

11. Are there any current restrictions for water use allotment for your parcel that have been imposed by another government agency?

Yes \_\_\_\_\_  No \_\_\_\_\_ if yes, explain:

Limits previously set by the County or the Coastal Commission regarding water use allotments shall be the limits established for the District for the purpose of implementing the groundwater extraction permits.

If restriction or allotment of water use has not been previously established, then the calculation of current water use applicable to the permit shall be based on the type and level of development as defined by the Water Use Standards found in the Groundwater Extraction Permit Ordinance.

12. Does this application anticipate water use that exceeds your current allotment for present water use as defined by the District's Water Use Standards? Yes \_\_\_\_\_  No \_\_\_\_\_

If no, please explain how you propose to restrict your water use to the limits of your current allotment.

The current allotment is 146 gallons per day

There will be a clause in the lease agreement limiting water consumption to 110 gallons per day

13. Are you applying for "limited increase in water demand" as set forth in Paragraph 4(b) of the exceptions to the hydrological study requirement? If yes, explain how you qualify for this exception.

yes, I agree not to exceed the water use for the existing use

14. Are you applying for "modification in the structure or depth of an existing well, or drilling a replacement well," as set forth in Paragraph 4(c) of the exceptions to the hydrological study requirement? If yes, explain your proposed modification, or replacement well.

NO

15. Applicant shall attach a plot plan (#1) showing the location of existing water supplies from wells and water storage facilities and the location of all structures on the parcel. Also, indicate placement of any proposed new well and indicate any change in water supply and/or water demand, which will be abandoned, enlarged, or reduced.
16. If a hydrological study is required for this permit application, the applicant shall also attach a site plan (#2) showing names and address of adjacent property owners and location of wells on adjacent properties. (See definition of "adjacent" contained in the Ordinance).
17. Applicant shall attach a scale floor plan (#3) of all structures on the parcel.
18. Itemize any proposed new water demand appliances and/or fixtures that will be included in your proposed project.

The Groundwater Extraction Permit Application Approval shall automatically expire by its own terms if the property owner does not obtain Final Approval within the approved time limit found as a condition of approval in the Groundwater Extraction Permit Application Approval. For a two-year approval, the property owner may request a Groundwater Extraction Permit Application Approval Extension for an additional two years. If a Hydrological Study was required for the project and the project has been extended for ten years, the applicant shall provide an approved report that proves the conclusions of the hydrological study are still valid as a condition for additional permit extensions.

**AS A CONDITION OF APPROVAL**, under categories of no increase in water use (question #12) or limited increase in water use (question #13) the property owner agrees to abandon this improvement or conduct a hydrologic study as outlined in the MCCSD Groundwater Extraction Permit Ordinance should the property owner exceed the District's Water Use Standards for more than three months a year or more than two consecutive months.

**AS A CONDITION OF APPROVAL**, the property owner agrees to install an approved water meter at the wellhead of each well on the parcel. This meter shall be accessible to a District employee and further, property owner authorizes said District employee to read the water meter during business hours without prior permission. Property owner further agrees to submit a monthly water meter reading on the first of the month for the previous month's groundwater extraction.

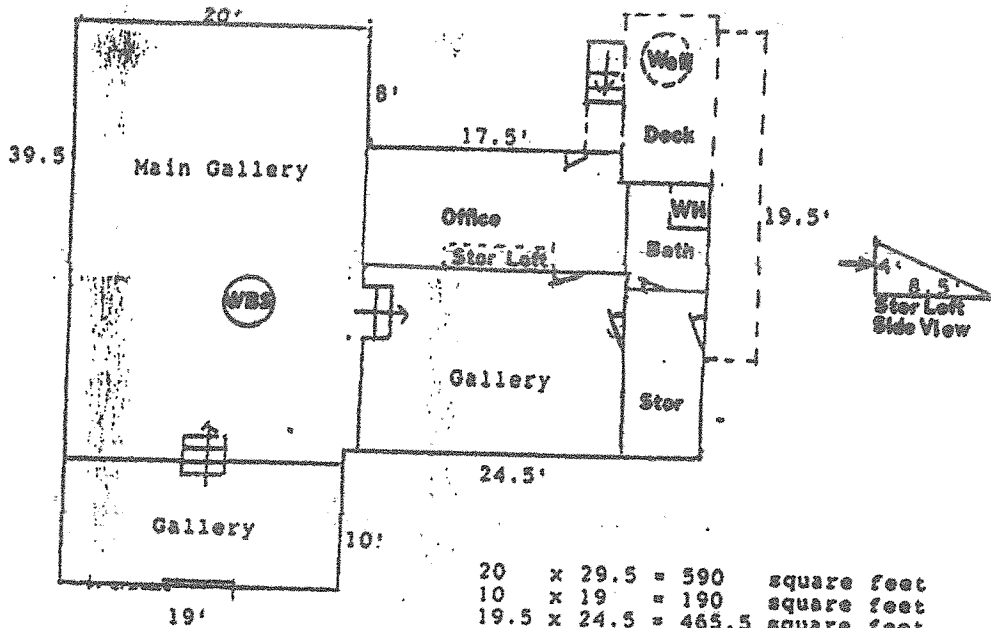
The property owner agrees to the above conditions of approval and states under penalty of perjury that the above information provided is true and correct.

Executed in Mendocino, California on 8-14 2023

  
\_\_\_\_\_  
Signature of Property Owner



**SUBJECT FLOOR PLAN**



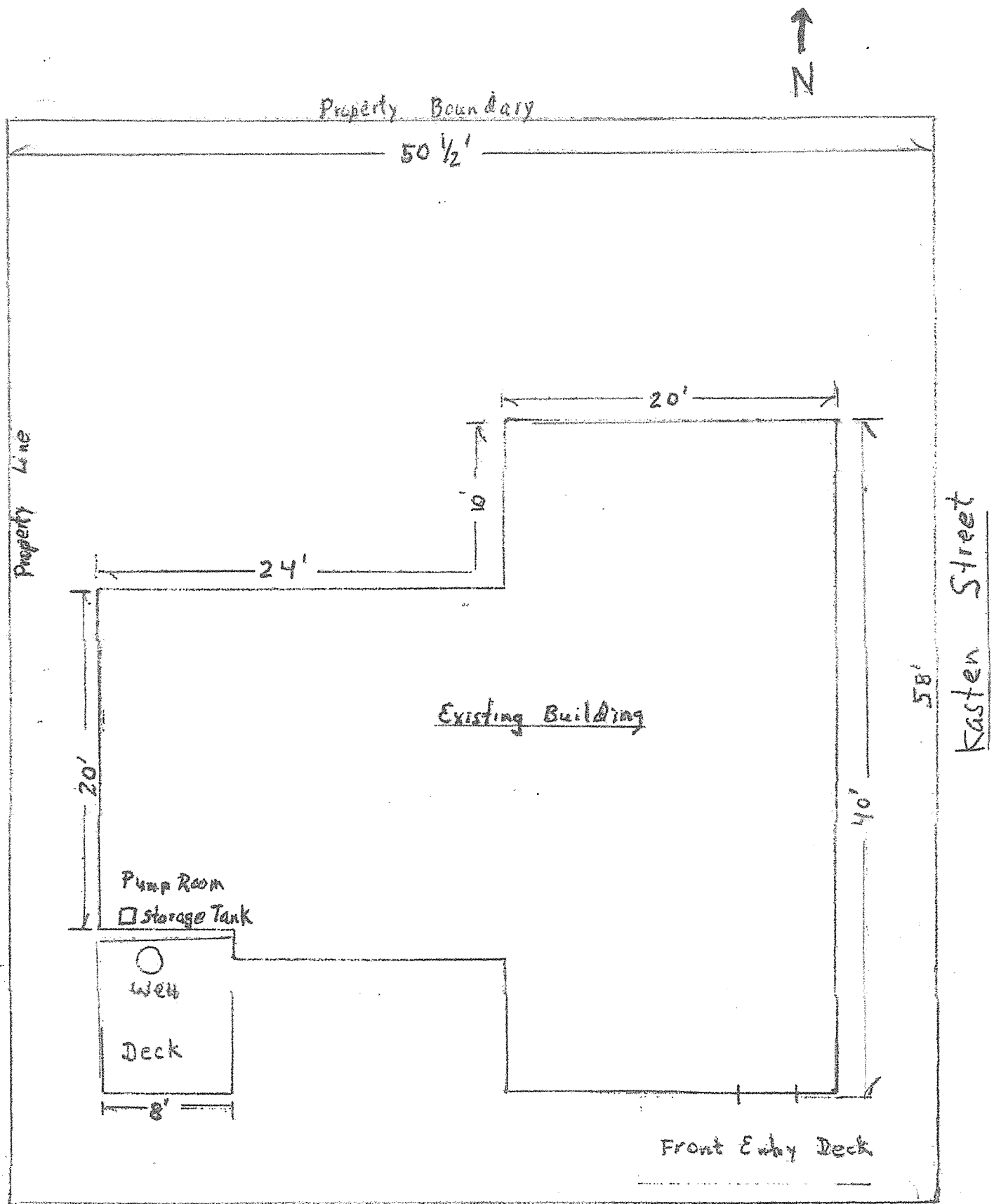
20 x 29.5 = 590 square feet  
 10 x 19 = 190 square feet  
 19.5 x 24.5 = 465.5 square feet  
 2 x 17.5 = 35 square feet  
 Total = 1280.5 square feet  
 Rounded to 1281 square feet

Office =  
 2 x 17.5 = 35 square feet  
 6.5 x 18 = 117 square feet  
 Total = 152 square feet

Gallery = 1128.5 square feet  
 Rounded to 1129 square feet

Deck = 7 x 11.5 = 80.5 square feet  
 Rounded to 81 square feet

Floor Plan  
 10420 Kasten Street  
 Cimmiyotti



Plot Plan  
 10420 Kastan St.  
 Cimarron  
 Parcel 119-235-1202  
 June 23, 2014

# Property Detail Report

printed on 8/17/2023

Owner First, Last **Robert & Cimmiyotti**

Allotment **145** gallons/day

Property Name

Number of Meters **1**

Address **10420 Kasten Street**

Comments **scim@mcn.org**

Parcel AP Number **119-235-12**

Tenant First, Last

Mailing Address **P. O. Box 57**

Property Status **On Program**

City, St, Zip **Mendocino CA 95460**

Meter #	Date of Reading	MeterReading	Days	Gallons	GallonsPerDay
1	8/1/2023	39330	31	260	8
1	7/1/2023	39070	30	260	9
1	6/1/2023	38810	30	230	8
1	5/2/2023	38580	49	440	9
1	3/14/2023	38140	40	190	5
1	2/2/2023	37950	29	170	6
1	1/4/2023	37780	32	230	7
1	12/3/2022	37550	26	220	8
1	11/7/2022	37330	66	490	7
1	9/2/2022	36840	30	240	8
1	8/3/2022	36600	33	210	6
1	7/1/2022	36390	30	170	6
1	6/1/2022	36220	61	390	6
1	4/1/2022	35830	31	230	7
1	3/1/2022	35600	27	200	7
1	2/2/2022	35400	32	220	7
1	1/1/2022	35180	31	170	5
1	12/1/2021	35010	30	170	6
submitted 12/24					
1	11/1/2021	34840	31	200	6
1	10/1/2021	34640	30	170	6
1	9/1/2021	34470	31	230	7
1	8/1/2021	34240	31	240	8
1	7/1/2021	34000	30	260	9
1	6/1/2021	33740	31	280	9

Owner First, Last **Robert & Cimmiyotti**

Property Name

Inactive

Address **10420 Kasten Street**

Meter #	Date of Reading	MeterReading	Days	Gallons	GallonsPerDay
1	5/1/2021	33460	22	310	14
1	4/9/2021	33150	39	340	9
1	3/1/2021	32810	28	130	5
1	2/1/2021	32680	31	70	2
1	1/1/2021	32610	31	180	6
1	12/1/2020	32430	61	420	7
1	10/1/2020	32010	30	320	11
1	9/1/2020	31690	25	270	11
1	8/7/2020	31420	98	810	8
1	5/1/2020	23590	30	-7020	-234
1	4/1/2020	30610	31	140	5
1	3/1/2020	30470	29	380	13
1	2/1/2020	30090	31	490	16
1	1/1/2020	29600	31	430	14
1	12/1/2019	29170	61	990	16
1	10/1/2019	28180	30	450	15
1	9/1/2019	27730	31	910	29
1	8/1/2019	26820	31	510	16
1	7/1/2019	26310	28	920	33
1	6/3/2019	25390	15	510	34
1	5/19/2019	24880	48	460	10
1	4/1/2019	24420	31	450	15
1	3/1/2019	23970	28	380	14
1	2/1/2019	23590	31	470	15
1	1/1/2019	23120	31	380	12
1	12/1/2018	22740	30	380	13
1	11/1/2018	22360	30	320	11
1	10/2/2018	22040	28	530	19
1	9/4/2018	21510	29	600	21
1	8/6/2018	20910	5	620	124

Owner First, Last **Robert & Cimmiyotti**

Property Name

Inactive

Address **10420 Kasten Street**

Meter #	Date of Reading	MeterReading	Days	Gallons	GallonsPerDay
1	8/1/2018	20290	61	1080	18
1	6/1/2018	19210	31	560	18
1	5/1/2018	18650	29	360	12
1	4/2/2018	18290	1	315	315
Accidentally sent overage letter which did not apply, <30 days overage.					
1	4/1/2018	17975	55	425	8
1	2/5/2018	17550	34	330	10
1	1/2/2018	17220	32	380	12
1	12/1/2017	16840	59	1360	23
1	10/3/2017	15480	32	450	14
1	9/1/2017	15030	29	720	25
1	8/3/2017	14310	31	630	20
1	7/3/2017	13680	28	590	21
1	6/5/2017	13090	24	570	24
1	5/12/2017	12520	41	430	10
1	4/1/2017	12090	31	400	13
1	3/1/2017	11690	28	280	10
1	2/1/2017	11410	31	310	10
1	1/1/2017	11100	31	260	8
1	12/1/2016	10840	30	510	17
1	11/1/2016	10330	61	730	12
1	9/1/2016	9600	31	450	15
1	8/1/2016	9150	60	1300	22
1	6/2/2016	7850	31	330	11
1	5/2/2016	7520	30	360	12
1	4/2/2016	7160	31	340	11
1	3/2/2016	6820	28	320	11
1	2/3/2016	6500	89	1700	19
1	11/6/2015	4800	31	160	5

Owner First, Last **Robert & Cimmiyotti**

Property Name

Inactive

Address **10420 Kasten Street**

Meter #	Date of Reading	MeterReading	Days	Gallons	GallonsPerDay
1	10/6/2015	4640	35	210	6
1	9/1/2015	4430	20	140	7
1	8/12/2015	4290	41	340	8
1	7/2/2015	3950	30	390	13
1	6/2/2015	3560	28	330	12
1	5/5/2015	3230	29	360	12
1	4/6/2015	2870	34	260	8
1	3/3/2015	2610	36	340	9
1	1/26/2015	2270	25	200	8
inspected					
1	1/1/2015	2070	31	230	7
1	12/1/2014	1840	122	1110	9
1	8/1/2014	730	30	300	10
1	7/2/2014	430	30	420	14
1	6/2/2014	10		10	

# Memo

**To:** MCCSD Board of Directors  
**From:** District Superintendent  
**cc:** Jim Jackson  
**Date:** Aug 22, 2023  
**Re:** Groundwater Management Report

## The 2022-23 Rain Year

October 1, 2022 was the beginning of the 2022-23 rain year. Average annual precipitation in Mendocino is 39.72 inches, and average rainfall in August is 0.20" inches. 0.20" inches of rainfall has been measured in the District for the month, as of August 22, 2023 (Figure 1, Table 1).

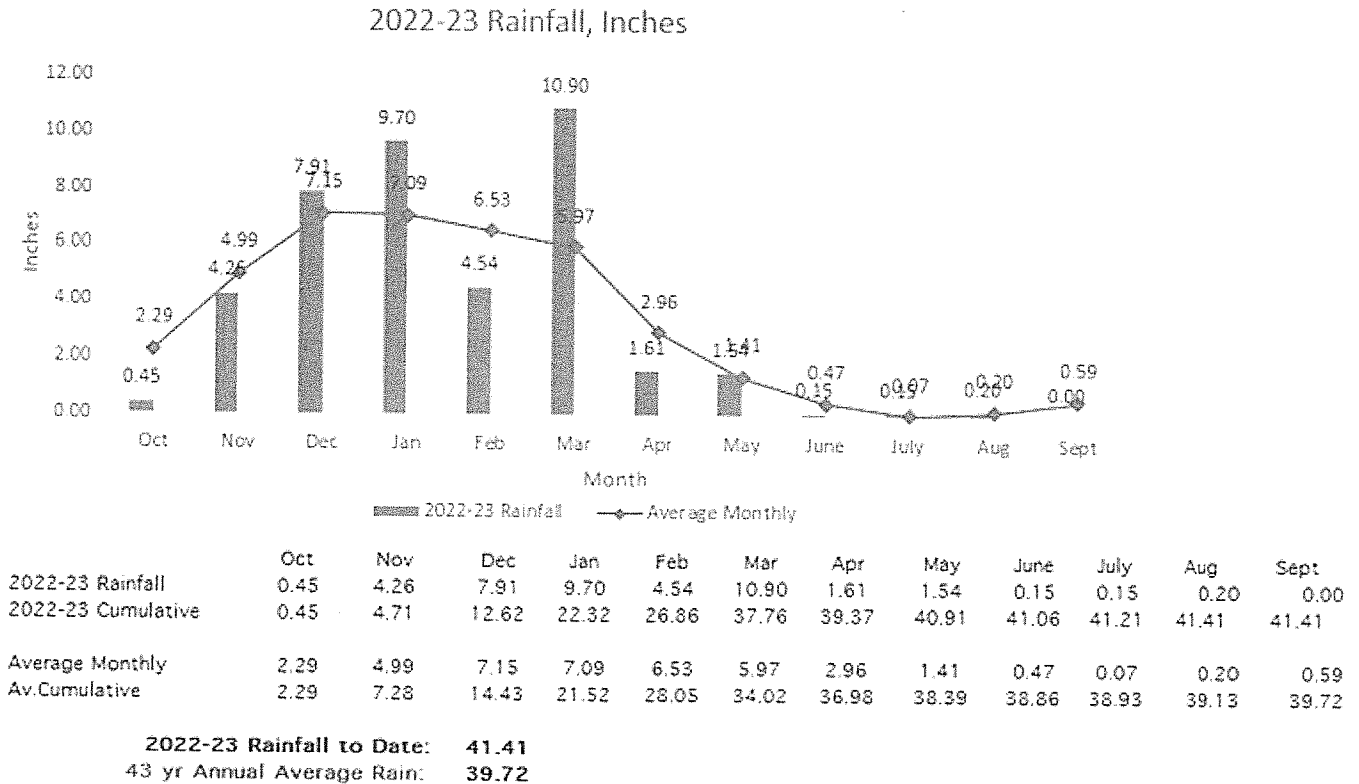


Figure 1, Table 1

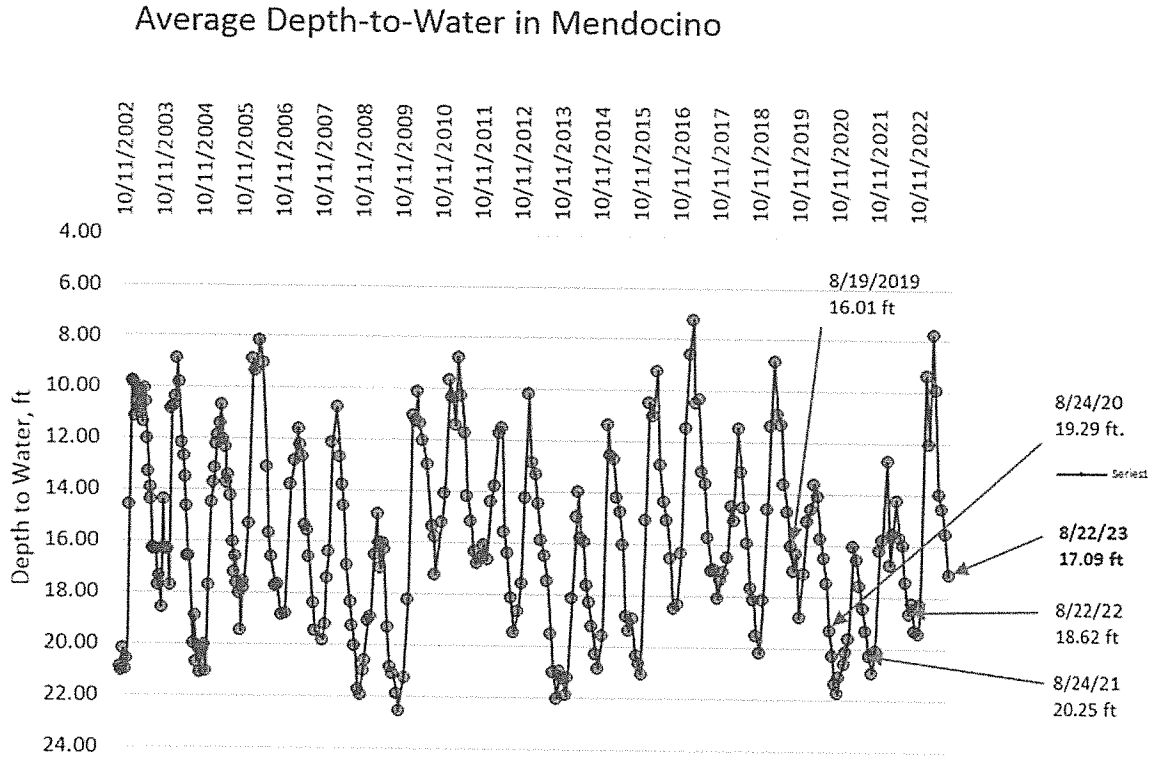




August 2023 Depth-to-Water (DTW)

The average DTW measurements District-wide in the 24 monitoring wells on August 22, 2023 was 17.09' ft.. DTW averages are about 1.5 ft. lower than July of 2023, about 1.5 ft. better than August of 2022, and about 3.15 ft. better than August of 2021. Compared to an above average rain year like 2019, which received 45.64" inches, or 115% of average annual rainfall, the average depth to water in August is currently about 2 ft. below that of 2019.

Figure 2 August 2023, Depth-To-Water Chart



Following the Water Shortage Contingency Plan. The MCCSD Board declared on April 19, 2023 that no water shortage exists within the MCCSD boundaries. According to the Water Shortage Contingency Plan, (p. 14) "Calendar for Declaring Water Shortage,...If a water shortage is not declared by the end of May, no further evaluation is required until the following January 31." MCCSD staff will continue to monitor and follow the plan while the Superintendent recommends continued caution and conservation.